



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**REQUEST FOR PROPOSALS
RTC 20-13**

FOR

**REGIONAL TRANSPORTATION COMMISSION
VANPOOL PROGRAM**

RFP Number: **RTC20-13**

Date Issued: December 23, 2019

Date Due: February 5, 2020

Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, Nevada 89502

Tel: 775.332.9511

Fax: 775.348.3233

PUBLIC NOTICE

REGIONAL TRANSPORTATION COMMISSION

**REQUEST FOR PROPOSALS
RTC VANPOOL PROGRAM
RTC 20-13**

The Regional Transportation Commission (RTC) provides public mass transportation in Washoe County, Nevada. RTC has responsibility for the RTC RIDE fixed-route transit services and the RTC ACCESS Americans with Disabilities Act (ADA) complementary paratransit services, and currently has a vanpool service program, RTC VANPOOL.

The RTC is soliciting proposals for contractors to lease vehicles to vanpool coordinators. The selected contractor will provide maintenance of the vans, insurance, marketing, customer service, and reporting to the RTC. The vanpool contractor will assume all responsibility and liability for the vans, and will ensure that drivers of the vanpools are insured and adequately trained and qualified to safely operate the vehicles.

Solicitation documents may be obtained at no charge from the RTC electronically at <https://rtcwashoe.procureware.com/home> or by contacting Ranjini Zucker, RTC Procurement and Contracts Manager at (775) 332-9511, email -- rzucker@rtcwashoe.com.

A non-mandatory Pre-Proposal Meeting will be held at the RTC, 1105 Terminal Way, Suite 318, Reno, NV 89502 on January 7, 2020 at 10:00 a.m. (PDT).

All proposals must be received by RTC in writing no later than February 5, 2020 at 3:00 p.m. (PDT), and should be addressed to: RTC, Ranjini Zucker, Procurement and Contracts Manager, at 1105 Terminal Way, Suite 300, Reno, NV, 89502. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Electronic, or faxed submittal of proposals, or modifications thereto, will not be accepted. Service and performance requirements, capacity, and insurance requirements, as well as other necessary information, shall be in accordance with the RTC specifications detailed in the RFP.

RTC reserves the right to reject any or all proposals, alternates or options, or accept the proposal (or proposals) 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 proposals submitted.

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 contract 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.

**REGIONAL TRANSPORTATION COMMISSION
RFP NO. RTC 20-13**

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ATTACHMENTS

(Available for download from <https://rtcwashoe.procureware.com/home>)

- A Project Description
- B Scope of Work
- C Addendum Log
- D Proposal Submittal Checklist
- E Price Proposal Form
- F FHWA Federal Requirements
- G FHWA Non-discrimination in Federally-assisted programs
- H FHWA Non-discrimination statutes and authorities
- I Affidavit of Non-Collusion
- J Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- K Lobbying Certification
- L Buy America Certificate of Compliance with FTA Requirements for Buses, Other Rolling Stock, or Associated Equipment
- M Certificate of Compliance with the Americans with Disabilities Act
- N References
- O List of Subcontractors

RTC PROCUREWARE ACCESS INSTRUCTIONS

Go to <https://rtcwashoe.procureware.com/home> and register with your company information. Then you will have access to all documents associated with this RFP, including minutes, addenda, etc.

Please contact Ranjini Zucker, Procurement & Contracts Manager, by email: rzucker@rtcwashoe.com or by telephone: 775.332.9511 with any technical issues in accessing or downloading the documents.

RTC VANPOOL PROGRAM

PART I - INSTRUCTIONS TO PROPOSERS

101. INTRODUCTION

In accordance with the following instructions and specifications in this Request for Proposals (RFP), the RTC seeks proposals from qualified contractors to provide and lease vehicles to vanpool coordinators. The selected Vanpool Contractor will provide maintenance of the vans and insurance, and perform marketing, customer service, and reporting to the RTC. The Vanpool Contractor will assume all responsibility for the vans provided and leased, and will ensure that the drivers of the vanpools are insured and adequately trained and qualified to safely operate the vans.

102. SOLICITATION SCHEDULE

Request For Proposals Published	December 23, 2019
Advertisement in Media	December 23, 2019
Non-Mandatory Pre-Proposal Meeting	10:00 a.m., PDT January 7, 2020
Deadline for Submitting Written Questions and Requests for Addenda	4:00 p.m., PDT January 14, 2020
Issuance of Responses and Addenda	January 24, 2020
Proposal Deadline	3:00 p.m., PDT February 5, 2020
Proposer Interviews (if conducted)	March 2-3, 2020
Recommendation of successful Contractor to RTC Board	April 17, 2020

The RTC reserves the right to modify the above dates by addendum or other written notice to the parties. The date for the selection of a Proposer and the subsequent schedule may be changed if the RTC chooses to use the Best and Final Offer (BAFO) process.

103. DEFINITIONS

As used in this Request for Proposals (RFP):

A. Agreement. The term "Agreement" means the Vanpool Agreement to be entered into by the RTC and a successful Proposer to supply and lease vanpool vehicles and provide other associated maintenance, marketing, and reporting services pursuant to this RFP.

B. BAFO. The term "BAFO" means the Best and Final Offer.

C. **Contractor.** The term "Contractor" means a firm, company, corporation, or partnership executing the Agreement to supply and lease vanpool vehicles and, provide other associated services for the RTC's Vanpool Program.

D. **Days.** The term "days" means calendar days unless otherwise specified.

E. **Federal Transit Administration (FTA).** The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

F. **Interested Party.** The term "interested party" means any person (1) who is an actual or prospective Proposer in the procurement involved; and/or (2) whose direct economic interest would be affected by the award of the Agreement or by a failure to award the Agreement.

G. **Proposer.** The term "Proposer" means a person submitting a proposal in response to this RFP.

H. **Prospective Proposer.** The term "prospective Proposer" refers to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the pre-proposal meeting and registers as an attendee; or (3) registers with the RTC as a prospective Proposer.

I. **RFP.** The term "RFP" means this Request for Proposals No. 20-13.

J. **RTC.** The term "RTC" means the Regional Transportation Commission of Washoe County, Nevada, acting through its Executive Director.

K. **Vanpool Coordinator.** The term "Vanpool Coordinator" means an individual, or entity who enters into a month-to-month lease for a vehicle with a Contractor selected pursuant to this RFP and signs an agreement with the RTC to participate in the RTC VANPOOL program. The Vanpool Coordinator is responsible for collecting and reporting accurate ridership data that meets program guidelines, fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from riders.

L. **Vanpool Group.** The term "Vanpool Group" means the riders (including the driver) transported in a Vehicle leased from a Contractor.

M. **Vehicle.** The term "Vehicle" means a vanpool vehicle, as specified herein.

104. **RTC BACKGROUND**

A. The RTC is responsible for the operation of fixed route and paratransit services in Washoe County, Nevada. The RTC purchasing procedures are governed by the Nevada statutes and by various Federal statutes and regulations, as administered by the Federal Transit Administration and the Federal Highway Administration. These require that purchases be made according to specific requirements, which become a part of any contract between the RTC and a successful Proposer selected under this RFP.

B. The RTC currently contracts with a Contractor that supplies and leases vans to Vanpool Coordinators. The RTC's vanpool program is further described in the Project Description in Attachment A.

105. OVERVIEW OF PROCUREMENT

A. The RTC is conducting this procurement process to select a Contractor to provide and lease Vehicles in accordance with the Scope of Work in Attachment B.

B. The award under this RFP will be based on past performance, qualifications, and price as specified in the evaluation process in Part II of the RFP.

C. Based on the evaluation criteria set forth in Part II of this RFP, the RTC will evaluate the proposals received and select for contract award the proposal that offers the best value to the RTC under the evaluation criteria in this RFP.

D. This procurement contemplates the selection of a Contractor for the supply and lease of vanpool vehicles to Vanpool Coordinators to transport vanpool riders and provide associated services, including marketing, customer service, maintenance of vehicles, provision of insurance, reporting to the RTC, and training of vanpool drivers. The Contractor's Scope of Work is further described in Attachment B.

106. PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held at the RTC's offices located at 1105 Terminal Way, Suite 318, Reno, Nevada 89502, at 10:00 a.m., PDT on January 7, 2020. The purpose of the meeting is to review the procurement process, the RTC's requirements, and to address questions from interested parties.

107. RFP REVIEW AND MODIFICATION PROCEDURE

A. Any questions or request for addenda, amendments, or clarifications of this RFP must be posted on the RTC procurement website at <https://rtcwashoe.procureware.com/home> and submitted in writing to the RTC. Any such questions or requests must be submitted to Ranjini Zucker by email, fax, or mail, in writing, by 4:00 p.m. (PDT) on January 14, 2020. If a Proposer finds any errors, discrepancies or omissions from the RFP, Proposers should notify the RTC through this process.

B. Responses from the RTC will be communicated in writing to all recipients of this RFP and posted as an addendum on the ProcureWare website at <https://rtcwashoe.procureware.com/home>. Inquiries and requests for clarifications received after the date and time stated in the Solicitation Schedule above will not be accepted.

C. The RTC reserves the right, upon the request of a prospective Proposer or upon its own initiative, to issue addenda to this RFP. The RTC is not bound by any oral interpretations, responses, or clarifications to this RFP made by any RTC employee or other representative.

Proposers will be required to acknowledge receipt of addenda by completing the Addendum Log in Attachment C to this RFP.

108. PREPARATION OF PROPOSALS

A. For a Proposal to be considered, the proposal must be in accordance with the requirements of this RFP. Proposals include completion of the forms provided, without alteration, and signed with the signature long hand.

B. Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a binding offer to comply with, all the terms and conditions contained in this RFP. Any and all parts of the submitted proposal may become part of the Vanpool Contractor Agreement between the selected Contractor and the RTC.

C. False, incomplete, or nonresponsive statements in connection with a proposal, failure to adhere to the instructions in this RFP, or failure to use the required forms may be sufficient cause for rejection of the proposal by the RTC. Please refer to the Proposal Submittal Checklist in Attachment D of this RFP. The evaluation and determination of compliance with this requirement will be in the RTC's sole judgment and will be final. A proposal found to be nonresponsive will not be subject to evaluation under Part II of this RFP.

D. Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to price, vehicles, capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 110 or otherwise required by this RFP. Each proposal shall be signed in ink by a duly authorized officer of the Proposer's company, firm, corporation, or partnership.

E. All product and service information, explanation, comments, calculations, or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of jargon or industry specific terms.

F. Price proposals must be submitted on the form provided by the RTC as Attachment E to this RFP. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and any totals or other quotations, the unit price will prevail.

109. SUBMISSION OF PROPOSALS

A. All proposals are to be submitted to:

Ranjini Zucker, Procurement and Contracts Manager
Regional Transportation Commission of Washoe County, Nevada
1105 Terminal Way, Suite 300
Reno, Nevada 89502

B. Proposals must be received by the RTC no later than 3:00 p.m. PDT on February 5, 2020. Proposals will be received at the offices of the RTC and time-stamped upon receipt. Proposals timed stamped 3:01 p.m. or later will be considered late and will be returned unopened. Late proposals will be returned unopened to the Proposer. Proposals may be hand delivered or mailed, and shall not be submitted via fax or email.

C. All proposals, including all attachments and required forms, information and material specified in this RFP, must be submitted in a sealed envelope or box plainly marked, RFP No. RTC 20-13, with the name and address of the Proposer. No responsibility will attach to the RTC, or any official or employee thereof, for the failure to open a proposal not properly addressed and identified.

D. Proposals shall consist of one (1) original and five (5) copies.

E. Proposals will not be publicly opened and will be kept confidential during the review process. While RTC will respect confidential, trade secret or proprietary data within legal constraints, such information may be also considered as public record and will be released by RTC if required by law. Each page of the proposal that the Proposer considers to be confidential, a trade secret or proprietary should be so stamped, but the final determination of whether such information will be released if requested will be made by RTC in accordance with applicable law. Further, any copyrighted information included in the proposal should be identified in writing, accompanied by a signed statement by the owner of the copyright, indicating that the identified information may be copied by RTC for the purpose of evaluating the submitted proposal.

110. REQUIRED FORMAT AND PROPOSAL DOCUMENTS

A. Proposals should be typed, single spaced and submitted on 8-1/2" x 11" paper in two (2) three-ring binders, divided into sections by labeled tab sheets, with all pages sequentially numbered with a table of contents. The proposal must be legible and of sufficient print clarity to allow copying of the document. Proposals shall be submitted in two separately sealed packages. One package shall be marked as Technical Proposal and one package shall be marked as Price Proposal. Proposals which are not submitted in the prescribed format or which are incomplete in any regard, contain alterations of required forms or irregularities of any kind may be rejected by the RTC as nonresponsive. Certifications and forms must be completed, signed, notarized, and dated where required, and must be executed and submitted in their exact format.

B. Proposers shall provide all of the following materials and information in their proposals, in the order and format and with the contents described below.

PACKAGE ONE -- TECHNICAL PROPOSAL

TAB 1 A one page cover letter, on the Proposer's letterhead, signed by an authorized representative of the firm and addressed to Ranjini Zucker, Procurement and Contracts Manager, Regional Transportation Commission of Washoe County, Reno, Nevada 89502. The cover letter must contain the following:

- (1) Identification of the proposing firm, including name, title, address, email address, and telephone number of each firm.
- (2) Proposed working relationship among offering firms (e.g., prime-subcontractor), if applicable.
- (3) Name, title, address, email address, and telephone number of a contact person for the Proposer.
- (4) A statement that the proposal shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal.
- (5) A statement and acknowledgement by the Proposer that the proposal constitutes a binding offer to provide and lease vanpool vehicles and other associated vanpool services on the terms proposed, and that the Proposer will provide the Vehicles and other associated vanpool services within the time specified on those terms if selected by the RTC.
- (6) A statement and acknowledgment by the Proposer that it understands the Vanpool Vehicles must comply with all applicable Federal requirements, including the Federal Motor Vehicle Safety Standards (FMVSS).
- (7) Signature of a person authorized to represent and legally bind the Proposer to the terms and conditions of the proposal.

TAB 2 Organizational chart and management structure, including resumes (detailing credentials, past employment and relevant experience) of the Project Manager and the key personnel that will provide vanpool services. This information shall include the functions to be performed by all key personnel. Identify Proposer's principal place of business and the location from which personnel will travel to the RTC.

TAB 3 A complete listing of all contracts for vanpool services in the past three (3) years. Include a description of the work, dollar value of the contract, contract duration, and results of the project. Provide references, including name of public transit agency or other provider, contact person, address, telephone, fax and email address, and number of vanpool vehicles in service. Use Reference form in Attachment N.

TAB 4 Proposer's project plan, methodology, schedule, and approach in performing the services described in the Scope of Work in Attachment B. This should include specific policies, plans, and procedures to be used in providing the full scope of services, the Proposer's approach to project organization, operations, management, and the responsibilities of key personnel that will perform these services, and availability of staff (both primary and backup). Explain how Proposer will work with the RTC and RTC SMART TRIPS partners in promoting the trip reduction program.

- TAB 5** Start-up plan for the project, including schedule, completion dates for important tasks, identification of facilities, materials, equipment and vehicle fleet to be purchased or leased, and a description of the Proposer's ability to have a fully trained workforce by contract start-up date.
- TAB 6** Description and pictures of the Vanpool Vehicles proposed to be provided, including specifications and advertising literature on the Vanpool Vehicles.
- TAB 7** Exceptions to the RFP, including the draft Vanpool Services Agreement in Part III.
- TAB 8** Vanpool Vehicle performance data, vehicle repair and preventive maintenance plan and schedule, shuttle services, and roadside assistance program. Proposers shall address how maintenance, repairs, and factory recalls will be scheduled and managed, and the availability of spare vehicles. Include the name and address of the maintenance facility (where vehicle repair and preventive maintenance will be performed) and its suitability to meet the requirements of the RTC's vanpool operations.
- TAB 9** Coordinator and driver training plan, including selection process, sample curriculum and approach, scheduling of training, driver requirements, record checks and background screening, safety training and safety plan, and availability of driver training materials in Spanish and other languages. Include a description of how revocations or suspension of driver privileges will be handled.
- TAB 10** Administration, customer service, and reporting plans, including a description of how Nation Transit Data (NTD) will be collected, compiled, audited and transmitted to the RTC. Provide samples of monthly and annual NTD reports. (Include possession of a direct NTD reporting authorization number, if applicable.) Describe ability to assist in the resolution of any issues FTA may raise with an NTD report. Describe how administrative services will be carried out, including fare payment collection, recording and tracking, recordkeeping, accounting and reporting of subsidies (if any), billing and fare revenue, point of contact for customer service, process for creation of new vanpools and placement of riders into existing vehicles, and availability of toll free numbers and a website. Include lead time for placing a new Vanpool Group in a Vehicle and the period of time and notice required for a Coordinator, driver and passenger to start and leave the vanpool program.
- TAB 11** Proposer's marketing program to promote the further development of the RTC's Vanpool Program and to encourage additional Vanpool Groups to join the program. The marketing program should describe the resources and approach to new vanpool development, including attracting and retaining riders, adding routes and employer accounts, and fostering stakeholder support. Address availability of marketing materials in Spanish and other languages. Include a target growth rate for the first two (2) years and describe any promotions to be provided and any proposed innovative approaches.

- TAB 12** Evidence of capacity to obtain the required insurance in the Vanpool Services Agreement.
- TAB 13** Describe any bankruptcy, reorganization of the Proposer (or an affiliate), and any judgments rendered by a court, agency or arbitrator over \$500,000 in amount against the Proposer within the last three (3) years.
- TAB 14** Required certifications (Attachments G through O) and Addendum Log (Attachment C).
- TAB 15** Proposal Submittal Checklist (Attachment D).

PACKAGE TWO -- PRICE PROPOSAL AND FINANCIAL INFORMATION

TAB 1 Price Proposal (using the form set forth in Attachment E) developed in accordance with Section 112.

TAB 2 Financial information — financial statements of the Proposer for the last two (2) years. (The RTC will, to the extent permitted by law, treat this informational as confidential.)

THE PRICE PROPOSAL AND FINANCIAL INFORMATION MUST BE PROVIDED IN A SEPARATE SEALED ENVELOPE.

111. TERMS OF PAYMENT

For purposes of submittal and evaluation of the price proposal, Proposers should assume that the RTC will not subsidize or pay any subsidy for the vanpool services. If the RTC elects to pay a subsidy such amounts shall be credited by the Contractor only to the lease paid by the Vanpool Groups. The subsidy shall not be credited to any other costs.

112. PRICE STABILITY

In submitting proposals, Proposers agree that the prices submitted for the base Agreement term of four (4) years shall be good for one hundred eighty (180) calendar days from the proposal submittal deadline. The two (2) options in the Vanpool Agreement shall be for three (3) years each and their exercise by the RTC shall be as specified in that Agreement.

113. TAXES

The successful Proposer shall be responsible for payment of all applicable sales, consumer, user, and other similar taxes as required by law. The RTC is exempt from payment of state and local taxes applicable to this Agreement and such taxes shall not be included in the proposed price. The RTC certificate number is 88-91-0617K.

114. COST OF PROPOSAL

Any costs incurred by Proposers in responding to this RFP in anticipation of receiving a contract award are the Proposer's sole expense and will not be reimbursed by the RTC.

115. RTC DESIGNATED CONTACTS AND COMMUNICATIONS

A. The designated RTC representative for questions relating to this RFP is Ranjini Zucker, Procurement and Contracts Manager, telephone number (775) 332-9511, fax number (775) 348-3233, email rzucker@rtcwashoe.com.

B. All communications with the RTC in connection with this RFP shall be in writing marked "RFP No. RTC 20-13 RTC VANPOOL PROGRAM" and shall be delivered personally, by electronic mail, fax, or mail. Telephone calls may be used to expedite communications, but shall not

be considered an official communication unless confirmed in writing. All communications with the RTC must be addressed to:

Ranjini Zucker
Procurement and Contracts Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno, Nevada 89502
rzucker@rtcwashoe.com

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

116. RFP WITHDRAWAL

The RTC reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. The RTC expressly reserves the right to postpone proposal opening or contract award for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals or options received in response to this RFP without indicating any reasons for such rejection.

117. ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it constitutes an offer to provide the vanpool vehicles and associated vanpool services specified in this RFP at the price proposed. The prices proposed shall include all labor, materials, tools, equipment, and other costs necessary to fully provide the required Scope of Work.

118. SUBCONTRACTORS

Each Proposer shall identify in its proposal any proposed subcontractors and any joint venture partners (i.e., parties that will perform a significant portion of the work and/or share financial responsibility for such performance). Proposers shall list the names and business locations of any proposed subcontractors in the list of subcontractors form in Attachment O. The RTC retains the right to review and approve any subcontractors proposed by a Proposer. Any approval of a subcontractor shall not be construed as making the RTC party to such contract, giving the subcontractor privity of contract with RTC, or subjecting the RTC to liability of any kind to any subcontractor.

119. EXCEPTIONS TO PROPOSAL

As indicated in Section 110, Proposers shall list in TAB 7 of their proposals any exceptions to the conditions of this RFP, including the Draft Vanpool Service Agreement in Part III. This listing should be marked, "Exceptions to RFP No. RTC 20-13". Each exception must be noted and detailed separately, identified by the page and section number of the RFP to which it refers. Information for each exception must include the requirement which the exception relates to, sufficient detail to allow a determination to be made by the RTC, the reason for the requested exception and the impact on

cost or other requirements, as applicable. If no exceptions are stated, it will be assumed and understood that all provisions will be complied with, without exception. The RTC has the exclusive right to disallow an exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION OF THE PROPOSAL BY THE RTC. Exceptions will only be approved if in the RTC's judgment that the services, or conditions similar or superior in function purpose, design, or performance to that originally specified will result.

120. TECHNICALLY UNACCEPTABLE PROPOSALS

Non-responsive proposals are not acceptable and will be rejected by the RTC. Non-responsive proposals are defined as proposals that do not comply with the RFP terms and conditions.

121. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a proposal prior to the deadline for submittal provided the request for withdrawal is submitted to the RTC in writing duly executed by the Proposer's authorized representative, or in person by an authorized representative of the Proposer upon presentation of proper identification. The withdrawal of a proposal does not prejudice the right of a Proposer to submit a new proposal, provided it is received by the deadline for submittal. No proposals may be withdrawn for a period of ninety (90) days after the deadline for submittal and then only in case the award of the contract has not been made. The RTC reserves the right to hold the proposals for ninety (90) days before awarding the contract.

122. REJECTION OF PROPOSAL

The RTC reserves the right to reject any and all proposals received in response to this RFP.

123. CONTRACT AWARD

The RTC reserves the right to accept the proposal deemed by the RTC to be in its best interest. If the RTC selects a Proposer for contract award and the Proposer does not honor its binding offer, the RTC may pursue any remedies permitted by law.

124. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and proposals may be rejected for any of (but not limited to) the following causes:

- A. Failure to use the Price Proposal Form furnished by the RTC in Attachment E.
- B. Lack of signature by an authorized representative on the proposal.
- C. Failure to properly complete the proposal.
- D. Evidence of collusion among Proposers.
- E. Unauthorized alteration of the Price Proposal Form.

- F. Unauthorized lobbying or communications.

The RTC reserves the right to waive any minor informality irregularity.

125. APPLICABLE FEDERAL REQUIREMENTS

The Contractor will be required to comply with applicable Federal requirements set forth in Attachments F, G and H.

126. CONFLICT OF INTEREST

No RTC employee, official, contractor, or agent, including any member of an evaluation committee for a RTC project, shall participate in the selection, or in the award or administration, of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would exist when one of the following has a financial or other interest in any firm proposing on or selected for the award of a contract:

- A. The employee, or an officer or agent of the employee;
- B. Any member of his/her immediate family;
- C. His or her partner;
- D. An organization which employs, or is about to employ, any of the above.

The RTC's officials, employees, agents or contractors shall neither seek nor accept, directly or indirectly, any gift, service, favor, employment, compensation, or economic opportunity from a contractor, potential contractor, or subcontractor, which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties.

127. LOBBYING CLAUSE AND PROHIBITED COMMUNICATIONS

A. During the period beginning on the date of issuance of this RFP and ending on the date of the selection of a Proposer by the RTC, no person or firm submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or firm shall contact through any means or engage in any discussion concerning the RFP or award of the contract with any member of the RTC Board or his or her personal staff. Any such contact would be grounds for the disqualification of the Proposer.

B. During the period beginning on the date of issuance of this RFP and ending on the date of selection of a Proposer, any contact and communications with the RTC staff by a Proposer concerning this RFP or award of the contract shall be limited to the written clarification and amendment process described herein, the Pre-Proposal Meeting, and communications with the RTC's designated representative, Ranjini Zucker, Procurement and Contracts Manager.

128. NON-COLLUSION CLAUSE

A. Any evidence of agreement or collusion among Proposers will render the proposals of such Proposers void.

B. Advance disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening, made or permitted by a member of the RTC Governing Body or an employee or representative thereof, will operate to void all proposals of that particular bid, solicitation or request.

C. Proposers shall execute the Non-Collusion Affidavit in Attachment I.

129. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the Draft Vanpool Services Agreement in Part III and other proposal terms or conditions contained herein, the former will take precedence.

130. INCLUSION OF TERMS AND CONDITIONS

All provisions and conditions contained herein shall become part of any subsequent contract awarded as a result of this RFP.

131. NOTICE OF AWARD AND NOTICE TO PROCEED

A. Award of a contract will be by a Letter of Award issued by the Executive Director of the RTC which, together with the signed proposal and the Vanpool Services Agreement and attachments thereto, will be used as in the contract document.

B. The work to be performed by the selected Contractor shall commence after all required submittals have been received by the RTC and immediately following issuance of the Notice to Proceed by the RTC.

C. No contract shall be considered effective until it has been finally executed by all parties.

132. VANPOOL VEHICLES

A. The Vehicles and equipment to be provided under the proposal shall seat a minimum of seven (7) individuals and a maximum of fifteen (15) individuals (including the driver). No vehicle provided to a Vanpool Group for use in the vanpool service shall at any time exceed four (4) model years in age or 100,000 miles. The Contractor shall replace any Vehicle before it reaches these limits.

B. All Vehicles shall comply with the Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency standards, the Americans With Disabilities Act, Buy America, and other applicable Federal requirements.

C. The Contractor is responsible for Vehicle inspections, licensing and registration, and driver training and licensing in accordance with applicable Federal, State and local laws.

D. Vehicles shall display decals displaying text and graphics identifying the Vehicle as participating in the RTC VANPOOL Program, to be provided by the RTC. All Vehicles shall be exclusively branded as RTC VANPOOL.

PART II - EVALUATION

201. EVALUATION PROCESS

A. All aspects of the evaluation of the proposals and any discussions/negotiations, if held, including documentation, correspondence and meetings, will be kept confidential during the evaluation 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 prices may be considered too high and unacceptable. Proposers will not be told of their rankings among the other Proposers.

B. Each proposal received will be evaluated by the RTC Evaluation Committee in accordance with the following provisions. A committee consisting of representatives of the RTC, and other government agencies, as needed, will evaluate all responsible and responsive proposals received. The evaluation committee will take all information provided in the submitted proposals, including the proposed prices, into consideration in making its award recommendation which will be presented at the April, 2020 RTC Board meeting. Official award requires approval of the Regional Transportation Commission.

C. The RTC may, in its discretion, elect to conduct interviews with Proposers and to make site visits to Proposer's facilities and/or properties of past or current customers. These interviews and site visits may occur during the initial review process and/or as part of the Best and Final Offer (BAFO) process (as described below), in the RTC's sole discretion. Interviews may include a presentation by the Proposer, followed by questions and requests for clarification. Proposers should be prepared to fully explain and justify their price proposals, including the assumptions they used to develop costs. The RTC shall also have the right to conduct a cost/price analysis, to review and audit all business records and related documents (including independent evaluations) of any Proposer (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, and to contact any and all client references.

D. Each proposal received will be subject to an initial review by the RTC to determine if the proposal is responsive to the terms of the RFP. If the RTC determines that a proposal substantially fails to meet such terms, then that proposal will be found nonresponsive and will not be subject to further evaluation by the RTC.

E. After the responsiveness determination, proposals will be evaluated in accordance with the criteria set forth in Section 202. Technical proposals will be evaluated and the maximum score on all technical criteria shall be 80 points. Proposals will be scored using a point tabulation method for each technical criterion with lower points designating the less favorable proposal and higher points designating the more favorable proposal. The points assigned by each evaluator for a proposal on the technical criteria will be averaged. Price proposals will be evaluated by the RTC's purchasing representative based on the Total Cost by Vehicle Type and Mileage proposed, which is the sum of the prices for the base and option years. The Proposer with the lowest Total Cost by Vehicle Type and Mileage proposed will receive the maximum number of points available, which is 20 points. Other Proposers will receive points based on a ratio of their Total

Cost by Vehicle Type and Mileage proposed to the lowest Total Cost by Vehicle Type and Mileage proposed. The following formula will be used to determine the number of each Proposer's Price Points (PPP):

$$\text{PPP} = \frac{\text{Lowest PPAC}^*}{\text{Proposer's PPAC}} \times \text{Possible Price Points Available (20 points)}$$

*PPAC = Proposer's Proposed Amount of Compensation

A Proposer's score will be the sum of the averaged technical score and the Price Proposal score.

F. After the evaluation of responsive proposals, the RTC will determine whether or not to establish a competitive range. The RTC reserves the sole and exclusive right to recommend award based on original proposals. If the RTC elects to establish a competitive range, the Evaluation Committee will determine which proposals are within the competitive range. If there is a question as to whether a proposal is in the competitive range, it shall be included. If a competitive range is established, the RTC will notify Proposers in writing whether or not they are in the competitive range. Interviews and negotiations will be held by the RTC (including members of the Evaluation Committee) with all Proposers determined to be in the competitive range.

G. If a competitive range is established, Proposers in the competitive range will be asked to submit BAFOs (which will include final price proposals) at the conclusion of the interview and negotiation process. Proposers should attempt in their BAFOs to respond fully to all issues, concerns, and questions that were raised during the interview sessions, and to submit the most cost-effective price proposals feasible. The RTC expects the final price proposal presented in a Proposer's BAFO to be lower than its initial proposal; if the BAFO price is higher, the Proposer must provide a full and detailed explanation of the reasons for such higher price.

H. After the receipt of BAFOs, the Evaluation Committee will evaluate and score the BAFOs and determine the highest ranked proposal, based on the criteria in Section 202, and will make its recommendation to the Executive Director of the RTC for contract award.

I. If a competitive range is not established, the Evaluation Committee will evaluate and score the responsive proposals and determine the highest ranked proposal, based on the criteria in Section 202, and make its recommendation for contract award to the Executive Director.

J. The Executive Director will submit the recommendation for contract award to the RTC. The RTC Board will make the final determination on the selection of a proposal and acceptance of a recommendation to award and negotiate a contract.

K. If only one responsive proposal is received, information will be requested from the Proposer to enable the RTC to perform a cost/price analysis in order to determine if the price is fair and reasonable.

L. After review and consideration of the recommendation for award, the RTC shall award a contract to a Proposer whose proposal offers the best value to the RTC, price and other evaluation factors specified in Section 202.

M. If a Vanpool Service Agreement cannot be reached with the highest ranked Proposer, the RTC reserves the right to select the next highest ranked Proposer and negotiate an agreement with that Proposer.

202. EVALUATION CRITERIA

A. The RTC will evaluate the responses to the RFP and make its determination as to which proposal offers the best value to the RTC, on the basis of the following criteria and in accordance with the designated percentage weight indicated in the following chart:

	<u>Criteria</u>	<u>Points</u>
1.	Management Team	20
2.	Vehicle Fleet and Maintenance	15
3.	Marketing and Customer Service	25
4.	Financial Capability	12
5.	Innovation and Technology	8
6.	Price	20
	TOTAL	100

B. Technical Criteria.

- (1) Management Team (20 points) - This criterion will consider the technical capability and experience of the Proposer’s Project Manager and key personnel to perform the Scope of Work, and the evaluation and assessment of discussions and information provided by references and from any interviews (if interviews are conducted), and any site visits (if such visits occur). This criterion will also include an evaluation of the Proposer’s project and start-up plans, approach, and schedule.
- (2) Vehicle Fleet and Maintenance (15 points) - This criterion will consider the demonstrated ability of the Proposer to provide high quality vehicles in a timely manner and the capability to expand the fleet as conditions warrant. The Proposer’s program for preventive and unscheduled maintenance, identified facilities, driver training and safety plan will be evaluated and the ability to provide vehicles through loaner or spare vehicles, roadside assistance, and shuttle services.
- (3) Marketing and Customer Service (25 points) - Marketing plan to promote vanpooling awareness and improved perception, ability to increase participation levels, approach to identify additional vanpools, coordination with RTC TRIP Smart Trips, customer service plan, ease in reporting data by vanpool participants, and ability to accept and administer payments will be evaluated.
- (4) Financial Capability (12 points) - This criterion will evaluate Proposer’s financial condition, liabilities and capability to purchase and maintain required

insurance. The Proposer's knowledge of funding strategies and arrangements and demonstrated ability to adjust to changes in funding availability for the service will be assessed.

- (5) Innovation and Technology (8 points) - Innovative strategies to enhance vanpool services will be evaluated. This criterion also includes the administrative capabilities of the Proposer, demonstrated ability and protocol to track and provide accurate ridership data for NTD reporting purposes, and available technology to monitor vanpool performance and ridership.
- (6) Price (20 points) - Price proposals will be evaluated by the RTC's purchasing representative based on the Total Cost by Vehicle Type and Mileage proposed, which is the sum of the prices for the base and option years. The proposer with the lowest Total Cost by Vehicle Type and Mileage proposed will receive the maximum number of points available, which is 20 points. Other proposers will receive points based on a ratio of their Total Cost by Vehicle Type and Mileage proposed to the lowest Total Cost by Vehicle Type and Mileage proposed.

PART III – PROTEST PROCEDURES

301 PROTEST PROCEDURES

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.



RTC VANPOOL CONTRACTOR AGREEMENT

THIS VANPOOL CONTRACTOR AGREEMENT (the “Agreement”) is entered into as of _____ 2020, by and between the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada (the “RTC”), and _____, ADDRESS, CITY, STATE ZIP (the “Contractor”).

RECITALS

WHEREAS, RTC is authorized to contract for services to provide public transportation in Washoe County;

WHEREAS, RTC administers a regional vanpool program;

WHEREAS, pursuant to the RTC Request for Proposals #RTC 20-13 RTC Vanpool Program (the “RFP”), the RTC has selected Contractor as a contractor to lease vanpool vehicles and provide related services to facilitate the operation of vanpools in accordance with the RTC Vanpool Program;

WHEREAS, RTC and Contractor desire to enter into this Agreement to evidence Contractor’s obligations to perform the scope of work, as provided in this Agreement, in connection with the RTC Vanpool Program. This Agreement is the RTC Vanpool Agreement as referenced in the RFP.

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

1. **PROGRAM DESCRIPTION:** The Contractor understands and agrees:

The RTC VANPOOL Program (the “Program”) is a component of RTC SMART TRIPS, the regional trip reduction program in Washoe County, and is funded by the RTC. The RTC operates the program to reduce traffic congestion and improve air quality. The Program offers a monthly financial incentive to commuter vanpools to offset their monthly operating expenses.

Vanpools are defined as a transit mode comprised of vans and other vehicles operating as a ridesharing arrangement, providing transportation to a group generally comprised of between 5 to 15 individuals traveling together on a regular basis to work. The vehicles must have a minimum seating capacity of seven persons and a maximum seating capacity of fifteen persons, including the driver, who is not paid a wage to drive the vanpool vehicle. Vanpools must also be in compliance with Federal Transit Administration requirements, including the Americans with Disabilities Act (ADA) provisions. They must be open to the public and that availability must be made known.

The RTC has selected Contractor to operate and market the Program. Contractor shall supply the vanpool vehicles pursuant to a month-to-month lease with a vanpool coordinator (the "Vanpool Coordinator") for a vanpool vehicle offered by Contractor (the "Vehicle Agreement" or "Volunteer Driver Agreement") and cover all maintenance, licensing and insurance costs for vanpool vehicles leased by Contractor which participate in the Program. **The RTC does not own, maintain, license or insure any vanpool vehicles participating in the Program.**

Each Vanpool Coordinator must (i) apply to be registered in the Program, (ii) enter into the Vanpool Coordinator Agreement with the RTC, as such agreement is developed by mutual agreement of Contractor and RTC (for new and re-newing vanpools); (iii) enter into a Vehicle Agreement with Contractor, in a form approved by RTC, for each driver operating the vanpool vehicle. The Vehicle Agreement and Contractor's Volunteer Driver Agreement may be combined into one agreement between the Contractor and Vanpool Coordinator/volunteer driver. For each Vanpool Coordinator, Contractor shall provide to the RTC executed originals of the Vanpool Coordinator's application, the Vanpool Coordinator Agreement, Vehicle Agreement and the primary driver's Volunteer Driver Agreement (alternate driver Volunteer Driver Agreements need not be provided to the RTC unless requested in writing by the RTC). Vanpools must be open as public transportation for any commuter to join. Each Vanpool Coordinator must apply to be registered in the Program and vanpools must be open as public transportation for any commuter to join. To participate in the Program, vanpools must begin, end, or traverse through Washoe County, Nevada for their commute.

Approved and registered vanpools currently receive a monthly subsidy from the RTC as a participation incentive based on a fixed-rate structure equal to \$400 for vanpools traveling up to 3,000 miles per month, \$500 for vanpools traveling between 3,001 to 4,000 miles per month, and \$600 for vanpools traveling over 4,000 miles per month. The RTC pays the subsidy directly to the Contractor who then passes the subsidy to the vanpool member legally responsible for the vehicle lease/use-fee pursuant to the Vehicle Agreement. **RTC does not guarantee that the fare subsidies will be provided, and subsidies may be modified or eliminated at any time. RTC reserves the right to change or eliminate the current monthly subsidy at its discretion.**

Vanpool fares (lease/use-fees) are set by the Contractor as described in the Contractor's Price Proposal submitted to the RTC in response to the RFP and as set forth in the Vehicle Agreement and are calculated separately for each type of vehicle based on the monthly commute mileage.

Vanpool coordinators will collect and report accurate ridership data that meets Program guidelines. The Vanpool Coordinators and/or vanpool drivers shall also be responsible for fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. **The RTC is not responsible for the collection or loss of ridership fares from passengers in the vanpool or for Vanpool Coordinators' failure to fully or timely provide required reporting information to Contractor. Further, Contractor shall not be responsible to RTC for any Vanpool Coordinator's failure in providing reporting information to the RTC or to Contractor.**

The foregoing description of the Program constitutes a summary of the Program and shall in no way constitute or be interpreted as a limitation or exclusive statement of all aspects of the Program. **The RTC reserves the right to modify any aspect of the Program with written agreement from Contractor for any future month or to terminate the Program in its entirety upon 90 days prior written notice to the Contractor.**

2. **CONTRACTOR COVENANTS.** The Contractor hereby covenants and agrees with RTC as follows:

(a) To timely and fully perform the RTC Vanpool Program Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (the "Scope of Work").

(b) To provide such additional services in connection with the Program when and as authorized in writing by the RTC with written agreement by Contractor, such additional services together with the Scope of Work are collectively referred to herein as the "Services."

(c) To perform the Services in accordance with the requirements of the Program (as amended and modified from time to time), to fully and timely perform Contractor's agreements, obligations and duties as set forth in this Agreement, to fully and timely perform Contractor's obligations under the Vehicle Agreement and ensure compliance with all Volunteer Driver Agreements.

(d) To fully comply with the Contractor's Pricing Proposal included as Exhibit "A-1" attached hereto and incorporated herein by this reference.

(e) To maintain the insurance coverages set forth on Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall not commence any vanpool activities under this Agreement until such time as Contractor shall have provided to RTC and RTC has approved the certificate(s) of insurance required in the Scope of Work and Exhibit "B" attached hereto. Contractor shall be responsible for ensuring that all insurance required for all vanpool vehicles participating in the Program is in full force and effect at all times. **The RTC is not responsible for and does not provide insurance for any vanpool vehicles participating in the Program.**

(f) To indemnify, defend and hold harmless RTC as set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The indemnification provisions set forth on Exhibit "B" shall survive the termination or expiration of this Agreement with respect to any indemnifiable claims arising from or in connection with acts, omissions or events occurring on or prior to the date of termination or expiration of this Agreement.

(g) To comply with the Federal Requirements set forth in Exhibit "C", "D" and "E" attached hereto and incorporated herein by this reference.

(h) To ensure prompt communication and coordination with the RTC's Trip Reduction Specialist ("TRS") as needed to enhance the vanpool experience for all participants.

(i) To provide to the TRS all records that may be required by the TRS to ensure the RTC is meeting its obligations and that there is full compliance with the terms of this Agreement including, but not limited to, Vanpool Coordinators' completed and signed RTC VANPOOL Coordinator Agreement and Volunteer Driver Agreement(s) (excluding alternate driver Volunteer Driver Agreements unless requested in writing by the RTC), electronic version or pdf will be acceptable.

(j) To timely complete and submit to the TRS Vehicle Incident Reports as required under Section 106 D. "Vehicles Incident Reports," on Exhibit "A" attached hereto and incorporated herein by this reference.

(k) To ensure that RTC branding and logos are installed in and on the vanpool vehicle and to notify RTC, in writing, if the vanpool vehicle's RTC branding and/or logos are not in place or have been removed.

3. **THE RTC COVENANTS.** The RTC covenants and agrees with Contractor as follows:

(a) To promptly pay to Contractor each month for each vanpool operated in substantial compliance with this Agreement and the Program, the current subsidy, if any, (the "Subsidy"). Processing and payment of the Subsidy shall be in accordance with the provisions of Section 103 F. "RTC Subsidy Payments," on Exhibit "A" attached hereto and incorporated herein by this reference. The Subsidy shall be applied to offset operating expenses of the qualified vanpool vehicle, including, but not limited to, vehicle leasing costs and fuel expenses.

(b) To promptly respond to inquiries by vanpool participants.

(c) To market the Program to the community.

(d) To provide to Contractor RTC Program branding and logos for vanpool vehicles operating in the Program.

(e) To provide relevant information to participants in the vanpool.

4. **MUTUAL COVENANTS.** The RTC and Contractor further covenant and agree as follows:

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, THE RTC HAS NO LIABILITY FOR ANY LOSS OR DAMAGES, BODILY INJURIES, INCLUDING DEATH, DAMAGE TO OR LOSS OF PROPERTY AS A RESULT OF, BUT NOT LIMITED TO, VEHICLE ACQUISITION, VEHICLE MAINTENANCE, VEHICLE OPERATION, INSURANCE, VANPOOL RIDER SELECTION OR REFERRAL, PARTICIPANT ELIGIBILITY FOR THE VANPOOL PROGRAM, VANPOOL PARTICIPANT AGREEMENTS WITH CONTRACTOR, CONTRACTOR'S POLICIES AND PROCEDURES, VANPOOL PROGRAM ADMINISTRATION, AND ANY OTHER ASPECT OR PROVISION OF VANPOOL SERVICE. RTC WILL NOT INDEMNIFY THE CONTRACTOR OR

VANPOOL PARTICIPANTS FOR ANY LIABILITY WHATSOEVER. EXCEPT AS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WAIVES ANY AND ALL CLAIMS AND DAMAGES AGAINST THE RTC, ITS EMPLOYEES, AGENTS, AND/OR AFFILIATES, INCLUDING BUT NOT LIMITED TO MONETARY DAMAGES AND/OR ANY OTHER AVAILABLE REMEDY AT LAW OR IN EQUITY ARISING FROM THE SUBJECT MATTER DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT CONTRACTOR'S WAIVER SHALL NOT APPLY TO RTC EMPLOYEES, AGENTS, AND/OR AFFILIATES IN THEIR CAPACITY AS AND ONLY TO THE EXTENT THAT THEY ARE VANPOOL RIDERS AND/OR DRIVERS.

CONTRACTOR INITIALS: _____

(b) That the RFP together with all related submittals, attachments and exhibits, including any amendments or addenda to all these aforementioned documents are incorporated herein by reference and are a part of this Agreement as if fully set forth herein.

(c) That the RTC has no financial responsibility for the successful operation of the vanpool or any compensation beyond the Subsidy, if any, described herein.

(d) That the RTC reserves the right to change the Subsidy amount and/or other basic Program guidelines for any future month or to terminate the Program in its entirety upon 90 days notice to the Contractor.

(e) That the RTC's monthly Subsidy shall be paid to Contractor following review of the NTD monthly log report and credited to the Vanpool Coordinators' accounts with Contractor.

(f) That failure of the Vanpool Coordinator to submit required monthly reports by the due date may result in loss of the RTC's Subsidy for the period under review, and/or being placed on probationary status within the Program. Continued failure to submit required records by the due dates may, in the sole discretion of the TRS, result in the offending coordinator's termination from the Program.

(g) That failure of a vanpool to meet the occupancy requirement, as described in the Vanpool Coordinator Agreement, for any three months within a 12 month period may be required to change to a more appropriately sized vehicle or, in the sole discretion of the TRS, terminated from the Program.

(h) That the RTC has no liability for any late charges because a Subsidy payment was late in being transmitted and/or credited to the Vanpool Coordinators' accounts.

(i) That all parties shall comply with all applicable federal, state and local government laws, regulations and ordinances.

5. **TERM:** Except as otherwise provided in this Agreement, this Agreement shall commence on _____ and expire on _____. This Agreement may be extended for up to two (2) additional three year terms at the discretion of the RTC.

6. **TERMINATION:** If the Contractor fails to timely or fully perform Contractor's obligations under the provisions of this Agreement, Contractor shall be deemed in default under this Agreement. Except as otherwise provided in this Agreement, Contractor shall be provided five (5) business days to cure such default after written notice of such default from RTC and if such default is not fully and timely cured within such five (5) business day period, the RTC shall have the right to terminate this Agreement by providing written notice of termination to the Contractor.

The RTC may terminate this Agreement, in whole or in part, at any time with 90 days' written notice to the Contractor when it is in the RTC's best interest.

If the RTC fails to timely or fully perform RTC's obligations under the provisions of this Agreement, RTC shall be deemed in default under this Agreement. Except as otherwise provided in this Agreement, RTC shall be provided five (5) business days to cure such default after written notice of such default from Contractor and if such default is not fully and timely cured within such five (5) business day period, the Contractor shall have the right to terminate this Agreement by providing written notice of termination to the RTC.

Upon termination of this Agreement, (i) the Contractor shall cease operation of all vanpool activities under the RTC Program and notify Contractor's Vanpool Coordinators that this Agreement has been terminated and Contractor is no longer eligible to participate in the Program; (ii) Contractor shall comply with all reporting obligations required under this Agreement; (iii) Contractor shall be paid such Subsidies, if any, that may have accrued under the provisions of this Agreement; provided that Contractor shall have provided to RTC all such information necessary under this Agreement for the RTC to process payment of any Subsidy; and (iv) Contractor shall within five (5) business days remove all RTC branding and logos from its vanpool vehicles that were participating in the Program. The provisions of this Section shall survive termination or expiration of this Agreement.

7. **DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION**

Any disputes arising in the performance of this Agreement, or with respect to a party's rights or obligations, which cannot be resolved informally by the parties must then be submitted in writing to RTC's Executive Director at 1105 Terminal Way, Reno, NV 89502 for personal delivery or P.O. Box 30002, Reno NV 89520 for mail deliveries. The complainant must submit in writing its statement of its complaint to the Executive Director. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the RTC. The RTC may request additional information from the complainant or from the respondent which must be submitted to the Executive Director not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the RTC. So far as practicable, the dispute will be decided by the Executive Director based on the written appeal, the information and the written response submitted. If either party is

not satisfied with the decision of the Executive Director, then the unsatisfied party or parties may, within thirty (30) days of receipt of the Executive Director's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court. A matter subject to the Short Trial Program may be removed as provided in Rule 5 of the Nevada Short Trial Rules.

Unless otherwise directed by the Executive Director, RTC and Contractor must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in Section 6, above.

8. MISCELLANEOUS PROVISIONS:

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

(b) 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.

(c) Severability. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

(d) Independent Contractor. The Contractor is acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of or with the RTC. It is the express intention of the parties that Contractor is an independent contractor and not RTC's agent or employee, that the Contractor, any employees of Contractor, Contractor's subcontractors, and Vanpool Coordinators are not RTC agents or employees and that Contractor and its subcontractors and the Vanpool Coordinators are not entitled to any of the rights, benefits or privileges attributable to RTC employees. Vanpool drivers, coordinators, and participants of the RTC program are not employees or agents of either the RTC or Contractor. The contractor shall have the control of the means, methods and details of performing the services under the Program and shall only be subject to the general direction of RTC to ensure compliance with the Program and the provisions of this Agreement are achieved.

(e) Equal Employment Opportunity. During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, 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, color, religion, sex, age, disability, or national origin.

(f) Notices. Any notice or communication required or permitted to be served on a party hereto may be served to the persons identified below as follows:

To the RTC: Scott Miklos, Trip Reduction Analyst
 Regional Transportation Commission
 1105 Terminal Way, Reno, NV 89502
 PO Box 30002, Reno NV 89520 (mail only)
 email: smiklos@rtcwashoe.com

To the Contractor: NAME
 TITLE
 COMPANY NAME
 ADDRESS
 CITY, STATE ZIP
 e-mail:

The persons to be served and the addresses of said person may be changed at any time by written notice to the other party; however, such change in address (either physical address or email address) shall not invalidate any notice given prior to the date that such change of address is received by the other party. All notices given under this Agreement shall be deemed received upon personal delivery, e-mail or three (3) days following the date the notice is deposited in the United States mail, certified, return receipt requested.

(g) Governing Law and Exclusive Venue and Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, AND THE PARTIES HERETO AGREE TO SUBMIT TO THE EXCLUSIVE VENUE AND JURISDICTION TO RESOLVE ANY DISPUTE AND DIFFERENCES AND ALL LAWSUITS CONCERNING THIS AGREEMENT SHALL BE EXCLUSIVELY IN 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.

(h) Attorneys' Fees. In the event a dispute between the parties results in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

(i) 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, including all exhibits, schedules and attachments hereto, constitute the entire understanding between the parties. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.

(j) Waiver/Breach. Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement insures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

(k) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

(l) NOTICE TO PROCEED. THE CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL THE CONTRACTOR RECEIVES A WRITTEN "NOTICE TO PROCEED" FROM THE RTC. IF THE CONTRACTOR DOES COMMENCE THE SERVICES PRIOR TO RECEIVING SAID NOTICE TO PROCEED, THE CONTRACTOR SHALL FORFEIT ANY AND ALL RIGHT TO REIMBURSEMENT FOR THAT PORTION OF THE SERVICES PERFORMED PRIOR TO SAID DATES. FURTHERMORE, THE CONTRACTOR SHALL NOT RELY ON THE TERMS OF THIS AGREEMENT IN ANY WAY, INCLUDING BUT NOT LIMITED TO ANY WRITTEN OR ORAL REPRESENTATIONS AND WARRANTIES MADE BY THE RTC OR ANY OF ITS AGENTS, EMPLOYEES, OR AFFILIATES, OR ON ANY DATES OF PERFORMANCE, DEADLINES, INDEMNITIES, OR ANY OTHER TERM CONTAINED IN THIS AGREEMENT OR OTHERWISE PRIOR TO THE NOTICE TO PROCEED. FOR THE PURPOSES OF THIS SECTION, EXECUTION OF THIS DOCUMENT BY BOTH PARTIES CONSTITUTES NOTICE TO PROCEED.

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

Regional Transportation Commission
of Washoe County

COMPANY NAME

By _____
NAME
Executive Director

By _____
NAME
TITLE

Date: _____

Date: _____

APPROVED AS TO LEGALITY AND FORM

Adam Spear, Esq.
Director of Legal Services

STATE OF NEVADA)
): ss
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____, 2020, by
NAME, as Executive Director of the Regional Transportation Commission of Washoe County.

NOTARY PUBLIC

STATE OF _____)
): ss
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2020, by
NAME as TITLE of COMPANY.

NOTARY PUBLIC

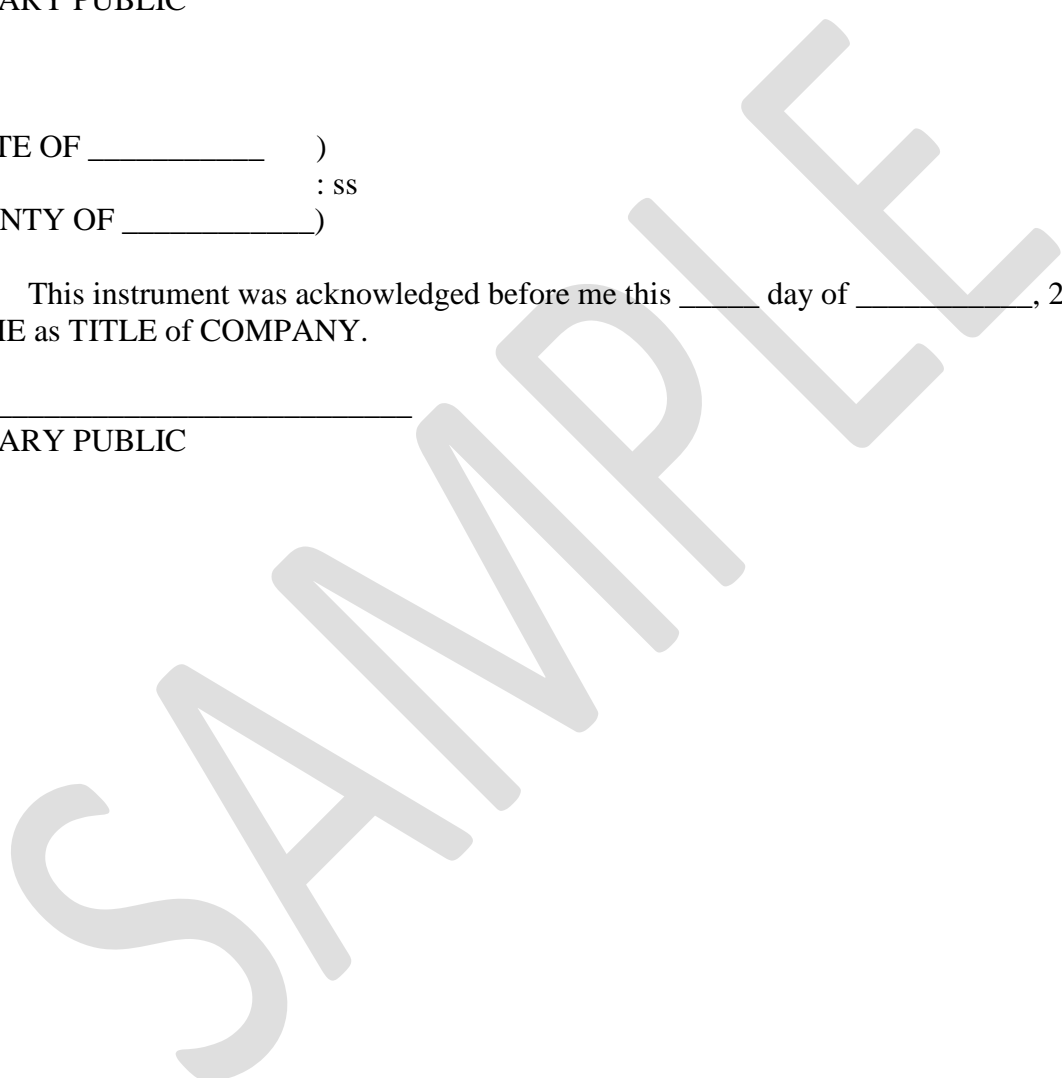


EXHIBIT "A"
SCOPE OF WORK

SAMPLE

EXHIBIT "A-1"

CONTRACTOR PRICING PROPOSAL

SAMPLE

EXHIBIT “B”

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2019-11-11 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC’S FINANCE DIRECTOR DIRECTLY AT (775) 348-0171.

2. INDEMNIFICATION

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, “Indemnitees”) from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys’ fees and defense costs incurred in any action or proceeding (collectively “Damages”) arising out of:

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR’S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component, or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then CONTRACTOR'S obligation here under shall be limited to the proportional share of the liability attributed to CONTRACTOR.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONTRACTOR, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONTRACTOR shall purchase and maintain insurance of the types and limits as described herein insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

Contractor or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal,

reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.

- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONTRACTOR waives all rights against RTC, its elected officials, officers, employees and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than \$1,000,000 per claim and annual aggregate.

14. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.

SAMPLE

EXHIBIT “C”

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant’s work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC’s prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC’s project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. NONDISCRIMINATION

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT’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. CONSULTANT 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 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, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT'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 Rehabilitation Act.

D. CONSULTANT 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 CONSULTANT'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. CONSULTANT shall 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 Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT 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 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. 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 Contract or the benefits thereof.

6. 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. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

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, CONSULTANT 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. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally 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.

(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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT 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.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. **INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General’s List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. **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.

9. 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.

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant 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.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT 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 RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. 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 Federal Agency, a member of Congress, an 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 the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

15. BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16. CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

A. Contractor agrees to comply with 49 U.S.C. § 5323(d), (g), and (r) and 49 CFR Part 604, which prohibit Contractor 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. Federal Transit Administration Regulations, “Charter Service,” 49 CFR Part 604;
3. Any other Federal charter service regulations; or
4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.

B. Contractor agrees that if it engages in a pattern of violations of the Federal Transit Administration’s Charter Service regulations, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.

C. Contractor shall include these requirements in each subcontract that may involve operating public transit services.

17. CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

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 acknowledges 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18. FEDERAL CHANGES

The 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 the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

19. CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

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 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

B. 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.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

A. 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 the Agreement. Upon execution of the Agreement, 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 Agreement or the FTA assisted project for which the 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.

B. 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. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. 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.

23. PRIVACY ACT

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. 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.

25. SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

26. FEDERAL MOTOR CARRIER SAFETY

A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration (“FMCSA”) and 49 U.S.C. § 31138(e).

B. Contractor shall comply with the safety requirements of FMCSA.

C. Contractor shall comply with the driver’s license requirements of FMCSA.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

B. Contractor 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 Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

28. WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

29. NATIONAL TRANSIT DATABASE

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database (“NTD”); (ii) the NTD reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, “Uniform System of Accounts and Records and Reporting System,” found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630; (v) any other

applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

30. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

31. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

32. SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

33. OTHER ENVIRONMENTAL PROTECTIONS

A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.

B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to “Protection of Wetlands;” (x) Executive Order Nos. 11988 and 13690 relating to “Floodplain Management;” (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

34. LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

35. INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.

B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER PARTICIPANTS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for disbarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

37. CERTIFICATION OF ELIGIBILITY

A. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the David-Bacon Act or 29 CFR 5.12(a)(1).

B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

EXHIBIT “D”

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

SAMPLE

EXHIBIT “E”

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

RTC VANPOOL COORDINATOR AGREEMENT

THIS VANPOOL COORDINATOR AGREEMENT is entered into on _____, by and between the Regional Transportation Commission of Washoe County, 1105 Terminal Way , Reno, Nevada (hereinafter the “RTC”) and [insert name and address] _____, (hereinafter “Vanpool Coordinator”).

WHEREAS, RTC is authorized to contract for services to provide public transportation in Washoe County;

WHEREAS, RTC administers a regional vanpool program and:

WHEREAS, Vanpool Coordinator wishes to participate in the vanpool program;

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

1. PROGRAM DESCRIPTION:

The RTC VANPOOL program is a component of RTC SMART TRIPS, the regional trip reduction program in Washoe County, and is funded by the Regional Transportation Commission (RTC). The RTC operates the program to reduce traffic congestion and improve air quality. The program offers a monthly financial incentive to commuter vanpools to offset their monthly operating expenses.

The RTC has partnered with _____ to operate and market the program. _____ supplies the vehicles and covers all maintenance and insurance costs for vanpools in the program. The amount of the RTC VANPOOL program monthly subsidy to qualifying vanpools is determined by the vehicle’s monthly mileage allowance as stated in the vehicle lease with _____. The RTC VANPOOL monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles.

For the purpose of this agreement a vanpool is defined as a vehicle with a seating capacity of at least six adults excluding the driver in which there is the expectation that at least 80% of its monthly miles are for the purpose of transporting employees between their homes and workplace and in which employees occupy at least one-half the vehicle’s seats (not including the driver’s).

To qualify for the program, vanpools must have either an origin or destination within Washoe County, must be open to the public (private shuttles, private transit, and private vanpools are not eligible to enroll in the program), and must meet the eligibility requirements set forth in this Agreement.

2. **VANPOOL COORDINATOR AGREES:**

- (a) To be responsible for the performance of the duties described in this Section, and for ensuring prompt communication and coordination with the RTC's Trip Reduction Analyst (TRA) and _____ as needed to enhance the vanpool experience for all participants.
- (b) To ensure that accurate ridership information is supplied to _____ by completing a national transit database (NTD) monthly log report not later than the 5th of each month. The log and instructions for completion will be provided by _____. Submission of inaccurate log reports may, at the RTC's discretion, result in the loss of vanpool eligibility/termination from the program.
- (c) To keep a record of the monthly log and log submittal to _____ for a minimum of 45 days and report to the TRA within thirty days any subsidy payment he/she believes was missed in error. Note: payments will be posted by _____ to Coordinators' accounts typically between the 10th and the 15th of the month.
- (d) To provide _____ with accurate information on the normal vanpool schedule including days operated, pick-up and drop-off locations and times, and regular vanpool participants. Any permanent change(s) shall be either updated electronically (either in Enterprise's system at <http://EnterpriseRideshare.com/Reno> or at the RTC's trip matching service at <http://www.rtctripmatch.com>) or submitted in writing with the ridership logs by the 5th of the month following the change.
- (e) To provide or permit _____ to provide to the TRA all records that may be required by the TRA to ensure the RTC is meeting its obligations and that there is full compliance with the terms of the Agreement including, but not limited to, his/her completed and signed _____ Application and _____ "Volunteer Driver Agreement."
- (f) That in addition to the terms and conditions imposed by _____s "Volunteer Driver Agreement" that:
 - (i) No open containers of alcoholic beverages will be allowed in the vehicle;

- (ii) No weapons or firearms that have not been properly "permitted" by the appropriate governmental agency will be brought into the vehicle;
- (iii) No illegal/unprescribed drugs will be permitted in the vehicle; and
- (iv) A driver will not operate the vehicle if he/she is taking any medications, over-the-counter or prescribed, that he/she knows or should know causes drowsiness.

3. THE RTC AGREES:

- (a) To promptly pay to _____ each month for each vanpool operated in substantial compliance with this Agreement, a monthly subsidy determined by the mileage tier stated in the vehicle lease with _____. The monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles. RTC will provide an initial subsidy at the time a new vanpool goes on the road. In order to continue receiving the subsidy, a monthly NTD report log that meets program guidelines must be submitted. When a vanpool is terminating, the last subsidy payment will be withheld until the final NTD report log has been submitted. The subsidy is to be applied to operating expenses (including, but not limited to, vehicle lease and gas expenses).
- (b) To promptly respond to inquiries by vanpool participants.
- (c) To market the program to the community.
- (d) To install or arrange for installation of RTC VANPOOL program branding decals on the vehicles regularly used in the program.
- (e) To provide relevant information to participants in the vanpool.

4. BOTH PARTIES AGREE:

- (a) That this Agreement supersedes any existing RTC VANPOOL Agreement and that the RTC has no financial responsibility for the successful operation of the vanpool or any compensation beyond the monthly subsidy described herein.
- (b) That except as provided in section 6(b), the RTC reserves the right to change the subsidy amount and/or other basic program guidelines for any future month or to terminate the subsidy program in its entirety upon 30 days notice to the Vanpool Coordinator.
- (c) That the RTC's monthly subsidy shall be paid to _____ and credited to the Coordinator's account with _____ to be

applied to operating expenses (including, but not limited to, vehicle lease and gas expenses). RTC will provide an initial subsidy at the time a new vanpool goes on the road. In order to continue receiving the subsidy, a monthly NTD report log that meets program guidelines must be submitted. When a vanpool is terminating, the last subsidy payment will be withheld until the final NTD report log has been submitted.

- (d) That failure to submit required monthly reports by the due date may result in loss of the RTC's subsidy for the period under review, and/or being placed on probationary status within the program. Continued failure to submit required records by the due dates may, in the sole discretion of the TRA, result in termination from the vanpool program.
- (e) That any vanpool which fails to meet the occupancy requirement, as defined above, for any three months within a 12 month period may be required to change to a more appropriately sized vehicle and/or forfeit the RTC's subsidy for the period under review, or, in the sole discretion of the TRA, be terminated from the RTC VANPOOL program altogether.
- (f) That the RTC has no liability for any late charges incurred on the Coordinator's _____ account because of a subsidy payment that was late in being transmitted and/or credited to the Coordinator's account.

5. **TERM:**

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

6. **OTHER PROVISIONS:**

- (a) Contract Not Assignable. This Agreement is solely for the benefit of the parties. No rights and obligations hereunder may be assigned without the prior written consent of both the Vanpool Coordinator and the RTC.
- (b) Termination. Except as provided below, either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other. If the Vanpool Coordinator becomes unwilling or fails to timely and satisfactorily perform his/her obligations under the provisions of the Agreement, he/she shall be deemed in default and the RTC shall have the right to terminate this Agreement upon ten (10) days' written notice.
- (c) Notices. Any notice or communication required or permitted to be served on a party hereto may be served to the persons identified below as follows:

To the RTC: Scott Miklos, Trip Reduction Analyst
Regional Transportation Commission

1105 Terminal Way Suite 200, Reno, NV 89502
PO Box 30002, Reno NV 89520 (mail only)
tel: (775) 335-1920
email: smiklos@rtewashoe.com

To the Vanpool Coordinator at such address or e-mail address as said person identified in the Volunteer Driver Application submitted to _____ or, alternatively, to the last address or e-mail address that he/she may have provided in writing to _____ since the Driver application was approved.

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

- (d) Nevada Law Applies. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada, and the parties hereto agree to submit to the jurisdiction of its courts to resolve any dispute or differences arising hereunder.
- (e) Exclusive Agreement. There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding between the parties.
- (f) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties or authorized representatives.
- (g) Regulatory Compliance. The parties shall comply with all applicable federal, state and local government laws, regulations and ordinances.

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

Regional Transportation Commission of Washoe County

By _____
Scott Miklos
Trip Reduction Analyst

By _____
Mark Maloney
Public Transportation/Operations Director

Date: _____

Date: _____

///

///

Vanpool Coordinator

By _____

[print name]

Date: _____

SAMPLE

ATTACHMENTS

ATTACHMENT A

RTC VANPOOL PROGRAM PROJECT DESCRIPTION

GENERAL INFORMATION

RTC SMART TRIPS is a regional trip reduction program managed by the Regional Transportation Commission of Washoe County, Nevada. RTC SMART TRIPS assists commuters and employers with regional ridematching services and a guaranteed ride home program for carpoolers and vanpoolers through the RTC TRIP MATCH program component (<https://rtcsmarttrips.rideproweb.com/rp2/Home/Home>). Vanpooling is further promoted and incentivized via the RTC VANPOOL program component. The RTC SMART TRIPS program provides local employers with assistance promoting all forms of trip reduction (buses, bicycling, walking, telecommuting, etc.), and trip reduction program planning and implementation.

SEC. 101 PROJECT SUMMARY

A. Project Background. The RTC VANPOOL program (Program), which began in 2005, provides incentives to commuters who vanpool. The Program reduces traffic congestion, improves air quality, and encourages drive-alone commuters to rideshare. Funding for the Program comes from a variety of federal, state, and local sources.

During August 2019, 181 vanpools were active in the Program traveling on average 71 miles a day to and from work. Currently, vehicles travel from inside the Reno/Sparks area of Washoe County south to Carson City, east to the Tahoe-Reno Industrial Center, and north to Herlong and Susanville in California. Additionally, a vanpool travels from Gardnerville north to Stead. The RTC is committed to actively promoting program growth, but makes no commitment that additional funding will be available to continually grow the number of participants.

B. Project Description. Vanpools are defined as a transit mode comprised of vans and other vehicles operating as a ridesharing arrangement, providing transportation to a group generally comprised of between 5 to 15 individuals traveling together on a regular basis to work. The vehicles must have a minimum seating capacity of seven persons, including the driver, who is not paid a wage to drive the vanpool vehicle. Vanpools must also be in compliance with Federal Transit Administration requirements, including the Americans with Disabilities Act (ADA) provisions. They must be open to the public and that availability must be made known.

To participate in the Program, vanpools must have either their origin or destination within Washoe County, Nevada. Each vanpool coordinator must apply to be registered in the Program and vanpools must be open as public transportation for any commuter to join. Approved and registered vanpools currently receive a monthly subsidy from the RTC. The RTC VANPOOL monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles.

The RTC pays the subsidy directly to the vanpool contractor who then passes the subsidy to the vanpool member legally responsible for the vehicle lease/use-fee. The RTC reserves the right to change or eliminate the current monthly subsidy at its discretion.

Vanpool coordinators will enter into a month-to-month lease with a Contractor selected pursuant to this RFP, sign an agreement with the RTC, and will collect and report accurate ridership data that meets program guidelines. The vanpool coordinators and/or vanpool drivers shall be responsible for fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from riders.

C. Project Goals. RTC's primary goals for the RTC VANPOOL program are:

1. Enhance the effectiveness of vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Washoe County.
2. Improve operating efficiencies of acquiring and retaining vanpool participants.
3. Maximize marketplace awareness and potential for vanpooling among area commuters, employers and sponsors.
4. Increase the leverage of available federal and local funds to maximize long-term potential for vanpooling in Washoe County.

D. Project Objectives. RTC's primary objectives for its vanpool program are:

1. Increase RTC VANPOOL's net contribution to the reduction of vehicle miles traveled in Washoe County for each year of operation through growth in the numbers of routes, riders and trips taken.
2. Improve the efficiency of vanpool operations as determined by the total cost to RTC for each vehicle mile reduced in Washoe County.
3. Increase the levels of awareness and positive perception of vanpool services in Washoe County as measured by the response of consumers, employers and stakeholder groups.
4. Enhance capabilities for attracting new riders to vanpools to sustain vanpool routes that lose riders and to create new vanpools.

ATTACHMENT B

RTC VANPOOL PROGRAM SCOPE OF WORK

SEC. 101 GENERAL REQUIREMENTS

A. Contractor Responsibilities. The RTC seeks proposals from respondents willing to lease vanpool vehicles to Vanpool Groups. The Contractor selected by the RTC must provide maintenance, insurance, sales and marketing, customer service, and other administrative services. The Contractor shall provide the equipment, maintenance facilities, supplies and other materials, employees, and any other items necessary to provide the services in accordance with the RTC's Vanpool Agreement. The vanpool Contractor also must assume all vehicle responsibilities and liabilities of the Program, and ensure that all vanpool drivers are qualified to safely operate the vehicle.

B. RTC Program Objective. Through this Scope of Work, the RTC desires to establish a cooperative partnership between RTC and the selected vanpool Contractor that results in prompt, coherent, and courteous communication; respectful competition within the marketplace; and the best value to the consumer.

SEC. 102 CONTRACTOR VEHICLE TASKS AND RESPONSIBILITIES

A. Vehicles.

1. The Contractor shall provide vehicles that seat a minimum of seven (7) individuals and a maximum of fifteen (15) individuals (including the driver). No vehicle provided to a Program participant for use in a vanpool shall at any time exceed four (4) model years in age or 100,000 miles usage. The Contractor shall replace any vehicle when or before it reaches these limits.

2. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency (EPA) standards, Buy America and all other industry standards in effect at the time of delivery. Each component of the van shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The Contractor is responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

3. All vehicles shall be equipped, at a minimum, with power steering, automatic transmission, air conditioning, full floor carpeting, cloth seating, airbag(s), am/fm radio with CD player and/or Bluetooth technology, first-aid kit fully stocked with supplies for ten or more people; fire extinguishers rated for at least Type A, B, and C fires, and two reflective safety yield triangles or three emergency road flares.

4. Vehicles, including heaters and air conditioning, shall be in excellent working condition and upholstery shall be clean and free of damage or discoloration. Vehicles shall be in a uniform color acceptable to the RTC.

5. The RTC and its agents are not responsible for fleet administration, including passenger fare collection. RTC does not own, maintain, license, or insure vehicles nor will it be legally or financially responsible for vehicle operations. The RTC will not administer vehicle lease/use-fee agreements nor will it provide direct customer service.

B. Vehicle Delivery. The Contractor shall be responsible for providing a selection of vanpool Vehicles within a reasonably short time frame to be specified by the Contractor in the proposal. Following identification of a prospective vanpool, the Vanpool Coordinator (driver and passengers) will select a van based on model availability, anticipated ridership, and price. The Contractor shall deliver the vehicle not later than thirty (30) days after the effective date of a fully executed lease/use-fee agreement. If a Contractor experiences a delay in providing a specific vehicle, the Contractor shall secure and supply an equivalent vehicle at less than or equal to the price of the original vehicle until the appropriate vehicle is provided. Vehicle models that are outside the scope of the Contractor's standard fleet will be allowed contingent upon price and availability. The RTC reserves the right to make the request or approve such requests from Vanpool Groups.

C. Vehicle Spare Ratio. The Contractor shall supply spare vehicles sufficient to support the program. The vehicles shall be dedicated to the program and clearly be identified as part of the program fleet. A spare vehicle shall be provided to a participating vanpool in the event of extended van maintenance, breakdown, or accident. Vehicles supplied as loaner vehicles are not required to be the same size as the leased vehicle, but must be of size and age to adequately address the vanpool's need. In the event of a breakdown, the Contractor shall supply the spare vehicle to the Vanpool Group no more than six business hours after a request for a loaner vehicle is received; normal business hours being 8:00 am to 5:00 pm.

D. Vehicle Use. The Contractor shall provide vehicles primarily for work commute trips. Personal use of the vehicle may be negotiated between the Vanpool Coordinator and Contractor, but should not exceed the Internal Revenue Code's definition of a Commuter Highway Vehicle, as described in the Vanpool Coordinator Agreement.

E. Public Transportation and ADA. The Contractor shall reasonably accommodate individual applicants and disabled applicants. Publicly subsidized vanpools are public transportation and are subject to legal requirements associated with that status. This includes complying with provisions of the Americans with Disability Act (ADA); consequently, the Contractor must accommodate applicants with disabilities. The Contractor must also reasonably accommodate individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing individual vanpool applicants who have origins and destinations proximate to an existing vanpool's route in any vacancy in that vanpool.

F. Fleet Fuel Card. Contractor shall provide all Vanpool Groups with a fuel credit card system that will allow multiple pre-authorized card users from each vanpool to purchase fuel, and will also identify fuel costs per vanpool, track monthly fuel consumption and identify excess

fuel purchases and other discrepancies. The Vanpool Coordinator will set the amount of funds applied to the gas card and shall be invoiced for the gas card along with the monthly lease/use-fee by the Contractor.

G. Vehicle Maintenance. The Contractor shall employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the Program. Maintenance plans shall specifically address how maintenance, repairs, and factory recalls will be scheduled and managed, who will be responsible for taking vehicles in for maintenance and repair, and location of the maintenance facilities.

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

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

J. Roadside Assistance Program. The Contractor shall provide a Roadside Assistance Program for all vans participating in the program. The Roadside Assistance Program shall include: battery jump start, flat tire change, lock-outs, fuel delivery (vanpoolers will be responsible for paying for gas), towing to the nearest authorized service facility, and other necessary services.

K. Shuttle Services. The Contractor shall provide vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new coordinators or drivers, and pick up of vehicles when a Vanpool Group has disbanded.

SEC. 103 CONTRACTOR FINANCIAL RESPONSIBILITIES

A. Lease/use-fee Amounts. The Contractor shall charge Vanpool Coordinators in the Program a monthly lease/use-fee not to exceed the Contractor's submitted Price Proposal. Prices listed in the Price Proposal shall be the price before the subsidy, if any is provided by the RTC. Registration and licensing, title fees, insurance, maintenance, shuttle services, etc., shall be covered by the monthly lease/use-fee for the vehicle. Participant expenses shall be limited to the vehicle lease costs and fuel. Actual lease/use-fees may be less, but not more than the prices in the Price Proposal.

B. Fare Collection.

1. Vanpool fares paid by the Vanpool Coordinator on behalf of the riders are set by the Contractor as described in the Contractor's Price Proposal and are calculated separately for each type of vehicle based on the monthly commute mileage.

2. The Contractor shall be entirely responsible for collecting fares from Vanpool Coordinators, the security of these funds, reimbursement of qualifying expenses to Vanpool Coordinators and the credit of any subsidy amount paid by the RTC under the Vanpool Contractor Agreement.

3. The Contractor shall be required to establish a uniform system of accounts and records in accordance with generally accepted accounting principles, and to make all financial records available for review and audit.

4. The Contractor shall accept all forms of payment from participants which include, but are not limited to, cash, check, credit card, federal vanpool voucher and federal transit card. There shall be no transaction cost for any form of payment and the Contractor shall make payment options simple and accessible.

C. Financial Administration. All contractor costs of operating and maintaining the vanpool program must be covered by fare revenue and pricing should not assume a subsidy will be provided. **RTC does not guarantee that current fare subsidies will be provided, and subsidies may be modified or eliminated at any time.**

1. RTC will not be responsible for collecting fares or covering the cost of any uncollected fares. RTC will not be responsible for any costs associated with operating or maintaining the vanpool program.

2. The Contractor will assume full financial risk as lessor for any deficiency between vehicle selling prices and residual values, as well as full responsibility for vehicles at the termination of any lease/use-fee agreements or amortization schedules. Neither the RTC nor Vanpool Coordinators shall have any financial obligation for the Vehicles.

3. RTC encourages the introduction of innovative funding strategies (such as FTA's Capital Cost of Contracting policy) to maximize efficiencies and the potential for individuals to participate in a vanpooling arrangement.

D. Contractor Lease/use-fee Agreement. The Contractor shall provide the RTC with a copy of the Contractor's lease/use-fee agreement ("Vehicle Agreement") for each vanpool prior to the vanpool being fully accepted into the program and shall submit updated copies whenever any change occurs.

E. RTC VANPOOL Coordinator Agreement. The Contractor shall distribute an RTC VANPOOL Coordinator Agreement to the party responsible for the vehicle lease/use-fee. (See Part V of the RFP.)

1. Contractor shall explain the program guidelines including that acceptance into the program is contingent upon available funding. Contractor shall return executed agreements to the RTC. No other forms will be accepted for enrollment consideration.

2. If subsidy funding is currently not available or an eligible Vanpool Coordinator chooses not to join the program for another reason, the Contractor shall distribute and return a signed program waiver form provided by the RTC.

3. RTC reserves the right to establish a wait list for vanpools to participate in the subsidy program. This option may be exercised at RTC's discretion at any time.

F. RTC Subsidy Payments. If subsidy payments are to be provided by the RTC, the following process shall be followed. Following submission of an accurate monthly Ridership Report from the Contractor, the RTC may approve subsidy payments for qualifying vanpools that the Contractor shall credit to the Vanpool Coordinators' accounts. The Contractor may bill the RTC for the subsidies after the credits have been posted to the coordinators' accounts. Invoices shall include vehicle unit number, unique identifier for the coordinator, coordinator's name and amount of subsidy to be applied to each Vanpool Coordinator's account. The RTC shall pay the Contractor within thirty (30) calendar days after receipt of an approved invoice.

SEC. 104 GENERAL OBLIGATIONS

A. Compliance with Applicable Laws and Regulations. The Contractor shall comply with all state and federal laws and regulations, including but not limited to vehicle licensing, maintenance, driver training, and signage.

B. Insurance and Indemnity.

1. The Contractor shall procure and maintain the following insurance coverage. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:

2. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of \$5,000,000.00 per occurrence.

3. Automobile Liability to include owned leased, hired and non-owned autos with a combined single limit of \$5,000,000.00.

4. Workers' Compensation providing statutory coverage and Employers' Liability with minimum limits of \$1,000,000.00.

C. Subcontractors. The Contractor shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from the Contractor as provided in this Agreement. Proof of insurance coverage must be received by RTC ten (10) calendar days from the award and on an annual basis thereafter with RTC's officers, directors, employees and agents designated as additionally insured on the general and automobile liability.

D. Disclaimer of Liability. The RTC has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to, vehicle acquisition, vehicle maintenance, vehicle operation, insurance, participant eligibility for the vanpool program, vanpool participant agreements with Contractor, Contractor's policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service. RTC will not indemnify the Contractor, a Vanpool Group or a Vanpool Coordinator for any liability whatsoever.

E. Availability of Staff. The Contractor shall have both primary and backup staff available at a minimum between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday.

SEC. 105 **MARKETING**

A. In General.

1. At RTC's request, the Contractor shall distribute marketing materials provided by RTC that directly relate to the RTC SMART TRIPS and RTC VANPOOL programs. RTC will promote the RTC VANPOOL program via its website; provide a regional trip matching service and guaranteed ride home service for participants registered in that program; furnish program brochures and other printed materials required for marketing the service; and develop advertising campaigns as staff time and funding allows.

2. Any promotion and publicity that RTC desires concerning the program will be provided by RTC with the Contractor being under no obligation to expend funds for such promotion or publicity. Any promotion or publicity which the Contractor desires concerning the service shall be provided by the Contractor at the Contractor's expense upon written approval from RTC. The Contractor shall participate from time to time in marketing coordination meetings with RTC staff.

B. Marketing Responsibilities.

1. The selected Contractor shall work to maintain existing Vanpool Groups. They shall also work to identify prospective vanpool riders and facilitate the formation of new Vanpool Groups utilizing methodologies that include, but are not limited to:

- a. Performing cluster analyses.
- b. Assisting employers with setting up benefit provisions to encourage vanpooling.
- c. Assisting employers with planning and implementation of a Commuter Benefits program that takes advantage of the Internal Revenue Service provisions for commuters. The program should apply directly to employees who commute to the worksite via public transit or a qualified vanpool.
- d. Assisting employers and property owners in implementing preferential parking for vanpools.

- e. Assisting vanpool riders in selecting a vanpool vehicle that fits the Vanpool Group's needs.

2. Contractor shall engage in business development at all levels in Washoe County and surrounding areas to attract and retain riders, add routes and employer accounts, and attract stakeholder support. This includes promotions or incentives that the Contractor will conduct or provide to expand the vanpool program at no cost to RTC. Contractor shall conduct group formation meetings, participate in promotional events, fairs and other activities to promote expansion of the vanpool program.

3. The Contractor shall not directly solicit as customers any existing Program participants.

4. Employer-paid vanpools are permitted to participate in the Program if they are open to the public and open seat availability is made known.

C. Branding. The Contractor shall affix on all vehicles enrolled in the Program decals displaying text and graphics identifying the vehicle as participating in the RTC VANPOOL program and shall replace any damaged graphics. Decals will be designed and provided by RTC. All vehicles must be exclusively branded as RTC VANPOOL. RTC will confer with the Contractor on the decal's size, material, and adhesive and will reasonably take into account Contractor's concerns that the decals do not harm the vehicle's surface, or cause excessive expense for installation. RTC will provide decals in sufficient quantity for the Contractor to comply with this paragraph. Decals are required on each vehicle for which RTC pays a subsidy. The Contractor shall be responsible for installation of decals in a timely manner and shall notify RTC when additional decals are required.

D. Trip Matching. RTC requires that all vanpools be registered with the RTC Smart Trips, <https://rtcsmartrips.rideproweb.com/rp2/Home/Home>. RTC will provide a Guaranteed Ride Home (GRH) program for all vanpoolers, but participants must register for the GRH program on the website. Contractor shall coordinate their proprietary trip matching service, if applicable, with the RTC TRIP MATCH.

SEC. 106 CONTRACTOR DATABASES AND REPORTS

A. Databases. The Contractor shall keep and maintain accurate vanpool databases in order to submit timely invoices, notices, and associated reports and information as set forth below. The Contractor shall maintain a database including: current vehicles in operation; size of vehicles in operation; current vehicle coordinators, drivers and passengers; contact information for all coordinators, drivers, and passengers; origination, destination, and pick-up and drop-off locations for each vehicle; employers and employers' contact information; number of riders for each vehicle; number of empty seats for each vehicle; average occupancy percentage for each vehicle; number of average commute days per month; and daily roundtrip miles.

B. Report. Maintenance of this database will provide the Contractor with the ability to provide RTC with a report of all active vanpools including: the origin, destination, pick-up and drop-off locations of each vanpool; employer name and contact information where applicable; the number of riders and empty seats; average occupancy percentage for each vehicle; the daily

roundtrip miles; number of commute days per month; and name and email addresses for coordinators, drivers, and passengers. This report must be provided to RTC at no additional expense, in a format approved by RTC, on a monthly basis.

C. Monthly Fleet Activity Report. This report lists all vanpool starts (by vehicle ID number, coordinator name and unique ID number, and employer name); vanpool terminations (by vehicle ID number, coordinator name and unique ID number and employer name); coordinator switches (by vehicle ID number, coordinator name and unique ID number, and employer name); vehicle switches (by vehicle ID number, coordinator name and unique ID number, and employer name); and lists all vehicles that are out of service (by vehicle ID number). The report should also provide a summary that shows the total number of vehicles in service; the total number of vehicles out of service; the total number of vehicles in the fleet; total number of active riders; total seating capacity of the active fleet; and capacity utilization as a percent of total seating capacity.

D. Vehicle Incident Reports. The Contractor shall submit by the 8th day of each month one or more Vehicle Incident Reports covering the previous month. The following guidelines must be followed when preparing the Vehicle Incident Report:

1. Declaration must be made of any major or non-major vehicle incident per National Transit Database (NTD) requirements.

2. If no major or non-major incidents occurred during the report period, a Vehicle Incident Report shall be submitted, stating that no incidents occurred during the period. Each form shall include the printed name and signature of the authorized Contractor's representative responsible for declarations.

3. Upon RTC's request, further information about any major or non-major incidents shall be provided. Such information may include, but not be limited to, copies of accident reports from applicable law enforcement agencies and statements from vanpool participants.

4. The Contractor shall immediately notify RTC of any major incident, both by telephone and in writing.

5. The Contractor shall also provide all information regarding any major incident as may be requested by RTC. Such notification shall not be delayed until routine monthly reports are submitted.

E. Federal Transit Administration (FTA) National Transit Database (NTD) Reporting. In order to maintain its status as an eligible recipient of federal transit funding, RTC and its Contractors providing transit service must report certain data and operating statistics to the National Transit Database. Accordingly, the NTD reporting requirements are incorporated in this agreement by reference.

1. Using forms approved by RTC, the Contractor must report calendar monthly data to the RTC in compliance with the NTD line item reporting requirements, and must submit RTC fiscal year-end reporting statistics covering the period of July through June no later than August 31st following the close of the fiscal year. The Contractor

must provide the RTC with access during business hours to any source documents needed to meet NTD reporting requirements.

2. Should FTA request revisions or explanations for any portion of the annual NTD report, the Contractor will provide information for follow-up in a timely manner, at least five (5) days prior to the FTA deadline. If data is not provided in a timely manner or is inaccurate, the service provider will reimburse RTC for any costs associated with compiling the data.

F. Ridership Reports. RTC shall require the Contractor to collect and report ridership and other data as required for RTC Board reports, the National Transit Database reporting and other reports as may be required by RTC. Ridership data along with copies of each vanpool's rider logs on forms approved by the RTC shall be submitted to the RTC by the 10th day of the following month. The Contractor will review each vanpool's data log for accuracy before submitting it to the RTC.

G. Subsidy Tracking Report. On or before the 5th day of each month, the Contractor shall submit to the RTC a report including, but not limited to, information on the previous month's operations. This report shall include information on:

1. Start of service for a new RTC-approved vanpool.
2. Termination of a vanpool.
3. Vanpool coordinator change for an existing vanpool.
4. Address, email or phone number change for current Vanpool Coordinator.
5. Vehicle change of an existing vanpool.
6. Actual monthly van lease/use-fee cost for the previous month.

H. Quarterly Reports. The Contractor shall submit reports summarizing outreach efforts and other pertinent activities performed by the Contractor to maintain and grow the program for the previous three-month period by April 15, July 15, October 15, and January 15. Reports should include information about employers who have received information/calls from the Contractor regarding the RTC VANPOOL program, and/or are interested in receiving information about the RTC SMART TRIPS program and/or RTC VANPOOL program.

I. Audit and Inspection of Records. The Contractor shall provide RTC, the Federal Transit Administration, and the Comptroller General access to Contractor's accounting books, records, payroll documents and facilities of the Contractor for vanpool services for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto.

1. The Contractor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and

make such items readily accessible to such parties during the Contractor's performance under the Agreement and for a period of four (4) years from the conclusion of services.

2. The right to audit books and records shall also extend to those of any first-tier subcontractors identified in the Vanpool Agreement. The Contractor shall allow the RTC, FTA, and Comptroller General to reproduce documents by any means whatsoever and to copy excerpts and transcriptions.

SEC. 107 CONTRACTOR TRANSITION

If a new Contractor is awarded the contract under this RFP, the successful Proposer will work with the current Contractor up until May 31, 2020 to effectively and seamlessly transition operations. The new Contractor shall implement its start-up plan for the project including the following:

- A. Compliance with timelines in hiring staff.
- B. Compliance with the proposed schedule and completion dates for identified tasks.
- C. Completion of arrangements with facilities and acquisition and/or lease of materials, equipment and vehicle fleet.
- D. Training of workforce and drivers.

ATTACHMENT C
ADDENDUM LOG

The undersigned acknowledges receipt of the following addendums to the documents:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Failure to acknowledge receipt of all addendums may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Company Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

ATTACHMENT D

PROPOSAL SUBMITTAL CHECKLIST

This form must be completed and returned with submission of the proposal. The proposer shall use this list to ensure all required certifications, affidavits, and documentation have been provided. If the referenced attached is not required, the proposer shall write "N/A" in the proposer check off space. Failure to return this form may be cause for the proposal to be considered non-responsive.

Item Description (Reference Location RFP Specifications)	Original + 5 Copies	Proposer Check Off	RTC Check Off
PACKAGE ONE			
Cover Letter (TAB 1)	6		
Table of Contents (Section 110)	6		
Addendum Log (Attachment C)	6		
Organizational Chart (TAB 2)	6		
Complete listing of contracts for vanpool services in the past three (3) years. (TAB 3)	6		
Proposer's project plan (TAB 4)	6		
Start-up plan (TAB 5)	6		
Description and pictures of the Vanpool Vehicles proposed to be provided, including specifications and advertising literature on the Vanpool Vehicle. (TAB 6)	6		
Proposed exceptions to the draft Vanpool Services Agreement in Part III. (TAB 7)	6		
Driver training plan (TAB 8)	6		
Marketing, customer service and reporting (TAB 9)	6		
Proposer's incentive program (TAB 10)	6		
Evidence of capacity to obtain required insurance (TAB 12)	6		
Describe any bankruptcy, reorganization, judgments (TAB 13)	6		
Required certifications (Attachment G through M)	6		
PACKAGE TWO			
Proposal/Price Proposal (TAB 1)	1		
Financial Statements (TAB 2)			
	1		

ATTACHMENT E
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
PRICE PROPOSAL

Respondents shall also provide a proposed cost per month per vehicle, broken down by type of vehicle and monthly mileage allowance if applicable, as shown in the enclosed Price Proposal. Respondents shall indicate their price proposal acknowledging that this amount is inclusive of all associated lease costs for vanpooling purposes and does not assume that any subsidies will offset the cost. The Price Proposal is submitted in a separate envelope. SEE PACKAGE TWO-TAB 1.

Proposal of _____ to perform all services necessary to complete the RTC Vanpool Program, in accordance with the RFP Requirements and attachments, including any amendments or addenda to all these aforementioned documents, all of which are hereinafter referred to as the "Solicitation Documents".

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

The undersigned, as Contractor declares that this proposal is made without collusion with any other person, firm or corporation, that the Contractor has carefully examined the Solicitation Documents referred to and made a part hereof, and the Contractor proposes and agrees, if this Proposal is accepted, that the services to be performed stated in the proposal are correct and as intended by the Contractor and will contract with the RTC, to perform services specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements herein set forth, and the Contractor will agree to the following lease rates set forth in the price sheets attached hereto.

The undersigned agrees, if awarded the Contract, the work to be performed shall commence after the Contract Documents have been submitted.

In submitting a Proposal, the Contractor affirms that the Contractor is sufficiently informed in all matters affecting the Contract scope, and that the Contractor has checked the Proposal for errors and omissions; and that the prices stated in the Proposal are correct and are a complete and correct statement of the Contractor's prices for services for RTC's Vanpool Program required by the Contract documents and specifications.

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

Proposer:

(Company)

(Street Address)

(City, State, Zip Code)

(Authorized Representative/Title)

(Signature of Authorized Representative)

(phone number)

(fax number)

Date: _____

State of _____

County of _____

On _____, 2020, before me, _____ personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity (ies) and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notarial Officer _____

**ATTACHMENT E
EXCEL COST PROPOSAL
SPREADSHEET**

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - First Year

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS					
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>
<=750						
1000						
1250						
1500						
1750						
2000						
2250						
2500						
2750						
3000						
3250						
3500						
3750						
4000						
4250>=						
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00

Total 1st Year

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Second Year

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS					
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>
<=750						
1000						
1250						
1500						
1750						
2000						
2250						
2500						
2750						
3000						
3250						
3500						
3750						
4000						
4250>=						
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00

Total 2nd Year

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Third Year

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total 3rd Year

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Fourth Year

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total 4th Year

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 1 - Year 1

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 1-YR 1

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 1 - Year 2

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 1-YR 2

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 2 - Year 1

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 2-YR 1

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 2 - Year 2

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 2-YR 2

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 3 - Year 1

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 3-YR 1

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 3 -Year 2

<i>Maximum Monthly Mileage</i>	TOTAL OPERATING COSTS						
	<i>7-Passenger Minivan</i>	<i>7-Passenger Crossover</i>	<i>8-Passenger Luxury Van</i>	<i>10-Passenger Luxury Van</i>	<i>12-Passenger Luxury Van</i>	<i>14-Passenger Luxury Van</i>	
<=750							
1000							
1250							
1500							
1750							
2000							
2250							
2500							
2750							
3000							
3250							
3500							
3750							
4000							
4250>=							
<i>Subtotals</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Option 3-YR 2

0.00

Grand Total
All Years

ATTACHMENT F

Federally Required Clauses - FHWA

1. PROMPT PAYMENT PROVISION

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. NONDISCRIMINATION

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT'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. CONSULTANT 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 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, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT'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 Rehabilitation Act.

D. CONSULTANT 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 CONSULTANT'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. CONSULTANT shall 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 Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT 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 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. 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 Contract or the benefits thereof.

6. 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. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

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, CONSULTANT 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. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally 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.

(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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT 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.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. INELIGIBLE CONSULTANTS

In the event CONSULTANT is on the Comptroller General’s List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. 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.

9. 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.

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation’s Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation’s Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant 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.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT 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 RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. 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 Federal Agency, a member of Congress, an 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 the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

15. BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16. CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

A. Contractor agrees to comply with 49 U.S.C. § 5323(d), (g), and (r) and 49 CFR Part 604, which prohibit Contractor 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. Federal Transit Administration Regulations, "Charter Service," 49 CFR Part 604;
3. Any other Federal charter service regulations; or

4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.
- B. Contractor agrees that if it engages in a pattern of violations of the Federal Transit Administration's Charter Service regulations, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.
- C. Contractor shall include these requirements in each subcontract that may involve operating public transit services.

17. CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- 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 acknowledges 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18. FEDERAL CHANGES

The 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 the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

19. CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- 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 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. 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 the Agreement. Upon execution of the Agreement, 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 Agreement or the FTA assisted project for which the 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.
- B. 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. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. 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.

23. PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent

of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. 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.

25. SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

26. FEDERAL MOTOR CARRIER SAFETY

- A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration (“FMCSA”) and 49 U.S.C. § 31138(e).
- B. Contractor shall comply with the safety requirements of FMCSA.
- C. Contractor shall comply with the driver’s license requirements of FMCSA.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

- B. Contractor 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 Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

28. WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

29. NATIONAL TRANSIT DATABASE

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database (“NTD”); (ii) the NTD reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, “Uniform System of Accounts and Records and Reporting System,” found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630; (v) any other applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

30. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

31. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

32. SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

33. OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to “Protection of Wetlands;” (x) Executive Order Nos. 11988 and 13690 relating to “Floodplain Management;” (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

34. LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

35. INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.

- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER PARTICIPANTS:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

37. CERTIFICATION OF ELIGIBILITY

- A. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

ATTACHMENT G

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is

threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT H

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

ATTACHMENT I

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

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

Proposer Name: _____

Signature: _____

Printed Name of Signatory: _____

ATTACHMENT J

**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 Proposal, 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 Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Proposal.]

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.

Proposer Name: _____

Signature: _____

Printed Name of Signatory: _____

ATTACHMENT K

LOBBYING CERTIFICATION

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

The Proposer 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 Proposer, 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 PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C § 3801, ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Proposer’s Authorized Official _____

Name and Title of Proposer’s Authorized Official _____

Date _____

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

ATTACHMENT L

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

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

(A) Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Proposer's Name: _____

Signatory's Name: _____

Title: _____

OR

(B) Certificate for Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Proposer's Name: _____

Signatory's Name: _____

Title: _____

ATTACHMENT M

**CERTIFICATION OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT**

_____ certifies that all vehicles manufactured and used in vanpool service shall be in full compliance with requirements of the Americans with Disabilities Act, 49 C.F.R. Part 38.

Proposer Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

ATTACHMENT N
REFERENCES

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

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

COMMENTS: _____

ATTACHMENT O
LIST OF SUBCONTRACTORS

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