

REQUEST FOR PROPOSALS

THIS IS NOT AN ORDER

ADVERTISED RFP # 0910-182 – Operating Service
RELEASE DATE: April 5, 2010

Carson City invites qualified firms to submit proposals for Operating Service for the Jump Around Carson (JAC) public transportation system. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

PROPOSALS shall be submitted to the **CARSON CITY FINANCE DEPARTMENT**, 201 N. Carson Street, Suite 3, Carson City, Nevada 89701, by no later than 5:00 p.m. on April 30, 2010.

RECOMMENDATION FOR AWARD will be made by the Public Works Department based on the evaluation results of the City Review and Selection Committee. The City Review and Selection Committee may narrow the field to two or three consultants for possible oral interviews. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on DemandStar.com and all respondents will be notified by fax of the Recommendation for Award to the successful respondent.

FINAL SELECTION will be made by the Carson City Regional Transportation Commission, and is tentatively scheduled for Wednesday, June 9, 2010. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

1 INTRODUCTION (General Information)

- 1.1 Carson City invites interested parties to submit proposals for Operating Service for the Jump Around Carson (JAC) public transportation system. The Contract that will result from this "Request For Proposals" will include what is indicated in Section 4 of this RFP.
- 1.2 A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3 During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a Proposal and were short listed.
- 1.4 Submission of a proposal indicates acceptance by the Consulting Firm of the conditions contained in this Request for Proposals, unless clearly and specifically

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noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.

- 1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the state of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- 1.6 There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals as well as travel expenses during interviews in response to this Request for Proposals.
- 1.7 Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2 CARSON CITY CONTACT PERSON:

- 2.1 Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions that are considered proprietary by Public Works and the Office of Business Development will only be answered to the proposer who asked the question. Questions will only be received through 12:00 p.m. on April 26, 2010.

Sandy Scott, Purchasing and Contract Coordinator
Carson Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, NV 89701
Phone: 775-887-2133 x30137
Fax: 775-887-2107
e-mail: SScott@ci.carson-city.nv.us

- 2.2 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

3 BACKGROUND INFORMATION:

- 3.1 Introduction: Carson City operates the Jump Around Carson (JAC) service. JAC began operating in October 2005, and is governed by the Carson City Regional Transportation Commission (RTC). JAC operates on a fixed route system through four (4) distinct routes serving much of the Carson City urbanized area. Carson City also operates JAC Assist, a dial-a-ride program that provides curb-to-curb transportation for ADA paratransit eligible individuals within $\frac{3}{4}$ mile of any fixed route. In September 2009, Carson City entered into an interlocal agreement with Storey County to operate a weekly bus service from Carson City to Virginia

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City. This service makes four round trips every Saturday. Carson City also coordinates its transit service with other regional providers; providing timed transfers with Douglas Area Rural Transit (DART), RTC INTERCITY and Spooner Express buses.

- 3.2 **Project Duration:** The contract starts on October 1, 2010 and ends on September 30, 2013, for a total of three (3) years – with three (3) one-year contract extension options that may be exercised by Carson City. This is a fixed unit price contract, based on the cost per revenue hour to operate the JAC fixed-route and paratransit services, as well as the Virginia City service.
- 3.3 **Description of Service:** JAC operates with four buses on four fixed routes: Routes 1, 2A, 2B and 3. Free transfers are available between each of the routes (with the exception of transfers between Routes 2A and 2B). JAC also offers free transfers from RTC INTERCITY, Spooner Express and Virginia City Express buses at the downtown transfer center. In addition to fixed-route service, JAC Assist operates up to three vehicles in ADA complementary paratransit service. All vehicles in the fleet are ADA accessible. Virginia City Express operates with one bus on one route, with four round trips on Saturday only.
- 3.4 **Hours of Service:** JAC buses operate between 6:30 a.m. and 6:30 p.m. Monday through Friday; and from 8:30 a.m. to 4:30 p.m. on Saturday. Each route operates on a 60-minute headway. JAC Assist operates during the same days and hours as the fixed-route bus system. Virginia City Express operates on Saturday only, with a round trip at 8:30 a.m., 10:30 a.m., 12:30 p.m. and 2:30 p.m. Buses do not operate on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The JAC office is open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 4:30 p.m. on Saturday.
- 3.5 **Service Area:** JAC fixed-route buses operate entirely within the urbanized area of Carson City (see Exhibit A), while JAC Assist vehicles provide some service into Douglas County, due to the ¾ mile buffer required by ADA (see Exhibit B). The Virginia City Express operates from the downtown transfer center in Carson City as far as the senior center in Virginia City, via U.S. 50 and State Route 341 (see Exhibit C).
- 3.6 **Fare Structure:** The base fare for the JAC fixed-route system is \$1.00, with a half-fare policy for youth (5-18), seniors (60+), persons with disabilities and Medicare cardholders. JAC currently offers unlimited free rides on the regular fixed-route system for seniors who are registered in the Senior Citizen Bus Pass Program - a partnership between Carson City and the Nevada Aging and Disability Services Division (NADSD). Children (4 & under) ride free. Transfers are free. Monthly bus passes and 10-ride punch passes are available for purchase at convenient locations throughout Carson City. The fare for a one-way trip on the JAC Assist service is \$2.00.

4 SCOPE OF WORK:

- 4.1 **System Management:** The Contractor (hereafter, "Contractor") shall manage and operate the transit system in accordance with the policies and procedures

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established by Carson City (hereafter, "City"), and in keeping with good management practices. Day-to-day management and operations shall be vested in an on-site manager, who shall be well versed in all aspects of fixed-route and paratransit operations. In addition, a responsible senior employee of Contractor shall be available at all times, either by telephone or in person, to provide oversight and support, or make major decisions. Contractor shall be responsible for monitoring and reporting all aspects of system operation, including but not limited to: ridership, quality of service, route performance, safety and security, emergency preparedness, coordination of vehicle maintenance, fare collection, and performance of all personnel.

- 4.2 Legal Entity: Contractor shall establish a legal entity, incorporated to do business in the State of Nevada, for the purpose of employing personnel. Contractor shall provide properly trained employees, including supervisors, dispatchers and bus operators, needed to operate the transit system effectively. Contractor shall be responsible for all aspects of human resources management, including but not limited to: recruitment, hiring, training, compensation, payroll taxes, benefit plans, dispatching, supervision, incentives, discipline and termination of employees.
- 4.3 Fare Revenue Collection: City and Contractor will jointly develop protocol to protect system-generated revenues and to accurately account for all revenues, including but not limited to: handling of cash fares, pass sales, count security, farebox reconciliation, deposit procedures, and notification to City of daily records.
- 4.4 Minimum requirements for employees: Contractor shall ensure that all employees successfully complete a DOT physical, national criminal background investigation, and pre-employment drug test per 49 CFR Part 655 before employees are allowed to start working. In addition, Contractor shall perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving City vehicles.
- 4.5 Operator Training required: All bus operators shall be trained to proficiency by Contractor before being allowed to operate JAC vehicles or work with the public. Training shall include but not be limited to: Commercial Driver License (CDL) of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, and emergency management.
- 4.6 Other Training required: Contractor shall provide other training that would be beneficial to bus operators, including but not limited to: bloodborne pathogens, First Aid/CPR and personal safety training.
- 4.7 Drug and Alcohol Testing: Contractor shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees that complies with 49 CFR Parts 40 and 655. The program shall include at least pre-employment, reasonable suspicion, post-accident and random testing, per FTA requirements. If

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Contractor has a “second chance” policy and employs return to duty and follow-up testing in its drug and alcohol testing policy, the program shall comply with FTA requirements. Contractor shall be responsible for securing the services of a collection site and Medical Review Officer (MRO) that satisfies FTA requirements. Contractor shall be responsible for preparing and submitting its annual MIS report at <http://damis.dot.gov> by March 1 each year.

- 4.8 Vehicles: City will provide and maintain the vehicles to be employed by Contractor. The fleet is currently comprised of the following:
- (1) 2000 Ford E450 cutaway – 21 passenger
 - (4) 2003 Ford E450 cutaway – 12 passenger
 - (2) 2003 Ford E450 cutaway – 18 passenger
 - (3) 2007 Ford E450 cutaway – 20 passenger
 - (2) 2009 Ford E450 cutaway – 21 passenger
 - (4) 2010 Chevrolet C5500 cutaway – 32 passenger (low floor)
 - (1) 2007 Chevrolet Uplander minivan – 5 passenger
- 4.9 Facilities: City will provide office space (currently Bldg. 1; approx. 1,300 sq. ft.), bus storage and employee parking at the Public Works yard (3303 Butti Way) at no cost to the service. All furnishings, office equipment, computer hardware and software, and utilities will be provided by – and remain the sole possession of – City.
- 4.10 Fuels and Materials: City will provide fuel and other vehicle-related materials and supplies at no cost to the service. Currently, a fuel card is assigned to each vehicle and used at one of several designated service stations throughout Carson City. Contractor is responsible for fueling vehicles as needed for the service.
- 4.11 Vehicle Maintenance: City will provide the vehicle maintenance function at the Public Works yard (3303 Butti Way). Contractor is responsible for coordinating with designated City maintenance staff for scheduled preventive maintenance, the correction of reported vehicle defects, and necessary road calls. Contractor is responsible for maintaining all records related to vehicle maintenance, by establishing a separate file for each vehicle by unit number. The file for each vehicle shall be retained until such time the vehicle is disposed of by City. City may inspect vehicle maintenance records at any time.
- 4.12 Vehicle Cleaning: Contractor shall be responsible for cleaning the bus interiors and exteriors on a daily basis. City expects the buses to be clean at all times (weather permitting) for the sake of public image and customer satisfaction. City may inspect for bus cleanness at any time.
- 4.13 Vehicle Inspections: Contractor shall require bus operators to perform a daily pre-trip inspection of the vehicle, using a standardized pre-trip inspection checklist. The checklist shall cover all items inside and outside the vehicle that affect the safe operation of the vehicle, and provide space where the operator may indicate vehicle defects that need to be corrected. The pre-trip inspection/vehicle defect form shall be in duplicate, with the original to be retained by Contractor, and the copy to be given to City maintenance staff. When the defect has been corrected,

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Contractor shall obtain a copy of the work order from City maintenance staff, attach this to the original vehicle defect form, and retain it in the vehicle's maintenance file.

- 4.14 Signage and Passenger Amenities: City shall provide bus stop signs, passenger shelters, benches and trash receptacles at no cost to the service. Contractor is responsible for coordinating with designated City maintenance staff for the installation, repair, re-location and removal of bus stop signs and passenger amenities as needed by the service.
- 4.15 Scheduling/Dispatching: Contractor shall be responsible for the scheduling and dispatching of its own employees, doing so in such a way that adequate staffing levels are maintained at all times and continuous service is provided to the public during all scheduled hours of operation. Contractor shall ensure that all dispatch employees are trained to proficiency in the use of automated scheduling software that is provided by City to assist with the efficient and effective operation of fixed-route and paratransit services.
- 4.16 Communication System: City shall provide two-way radio capability between the JAC dispatch center and the vehicles at no cost to the service. Contractor shall be responsible for training its employees to proficiency on the proper use of radio equipment, in keeping with FCC requirements.
- 4.17 Technology Requirements: City shall provide the technology required to operate the transit system in an efficient and effective manner, including but not limited to: computer hardware and software, telephones, radios and office equipment. Contractor shall be responsible for training its employees to proficiency on the proper use of such technology.
- 4.18 Policies and Procedures: Contractor shall be responsible for developing and enforcing its own policies and procedures related to human resources management. City, with appropriate input from Contractor, shall develop policies and procedures directly related to the operation of the transit system, and expects Contractor to implement these in a precise and timely manner. Contractor shall NOT be authorized to alter standard operating procedures, service configuration or timetables without the express written consent of City.
- 4.19 Customer Service: Contractor shall be responsible for the customer service aspect of the transit system, including but not limited to: outreach, disseminating information, answering questions, receiving visitors, responding to requests, distributing route brochures, pass sales at the main office and at designated service outlets, driving buses safely and smoothly, and keeping the vehicles clean. Contractor shall be responsible for providing outstanding customer service in keeping with City expectations.
- 4.20 Complaint Procedures: Contractor shall be responsible for handling customer complaints regarding the transit service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. Contractor shall have a standardized form on which office staff may collect information, and ensure that a supervisor or manager responds to all customer complaints within

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24 hours, if at all possible. Contractor shall report all serious problems to City as soon as practicable.

4.21 Risk Management: Contractor is responsible to secure and maintain, at its own expense, the following types of insurance, naming City as an additional insured:

- General Liability - \$5,000,000 each occurrence
- Automobile Liability - \$5,000,000 combined single limit
- Workers Compensation - at statutory limits, including Employers Liability at \$1,000,000 each accident, \$1,000,000 each disease (employee), and \$1,000,000 each disease (aggregate)
- Surety Bond - \$50,000 each person

Contractor shall cooperate, as needed, with City or Emergency Operations personnel on the execution of any local plan or transportation annex in the event of an emergency, although Contractor shall retain full control over the scheduling and dispatching of its own employees.

4.22 Marketing/Public Relations/Media Relations: City shall provide all marketing, public relations and media relations for the transit system, although the Contractor is expected to cooperate with and support these efforts. Contractor shall direct all media inquiries to designated City staff.

4.23 Performance Requirements: Contractor shall strive to maximize ridership, farebox recovery and on-time performance; while minimizing road calls, collisions and complaints. This shall be accomplished by initial and ongoing employee training, street supervision, random checks, corrective personnel actions, and standards that may be established by City.

4.24 Monitoring and Reporting: Contractor shall be entirely responsible for the operation of the transit system, although designated City staff shall provide general oversight and support. City reserves the right to monitor system operations at any time and to make appropriate recommendations for adjustments, which Contractor shall implement in an efficient and timely manner. City shall establish certain reporting requirements on a monthly/annual basis, and may request reports on transit system performance at any time.

4.25 Flexibility to Increase/Decrease Service: City shall have the ability to increase or decrease the revenue service hours by 10 percent (10%) without having to amend the contract resulting from this RFP.

5 RFP REQUIREMENTS:

5.1 Submission of RFP Proposals:

5.1.1 A master copy (so marked) of the Proposal and four (4) copies to include a title page showing the RFP subject; the firm's name, address, telephone number and fax number of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals.

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Proposals shall be clear and straightforward, and not exceed 30 pages in length not including company brochures. Company brochures are provided as attachments to the 30 pages referenced above.

5.1.2 **Proposals shall contain the following information:**

- 5.1.2.1 Cover letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.
- 5.1.2.2 Brief description of the major business functions, history and organizational structure of the firm.
- 5.1.2.3 Resume/work history of key personnel to be assigned to this project, including the on-site manager and any corporate or other technical assistance/consulting staff (internal or external).
- 5.1.2.4 At least three (3) reference contacts on similar projects, and a list of all clients for the last five years.
- 5.1.2.5 Copy of the most recently completed financial audit, and identify the legal status of the firm.
- 5.1.2.6 State if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.
- 5.1.2.7 Past three years of accident claims paid out as part of any transportation service operated by the firm.
- 5.1.2.8 State firm's understanding of and ability to:
 - 5.1.2.8.1 Provide, operate and maintain an efficient and high quality public transportation service (e.g., fixed route and ADA complementary paratransit).
 - 5.1.2.8.2 Address sensitivity toward persons with special needs (e.g., elderly and persons with disabilities).
 - 5.1.2.8.3 Establish and maintain excellent working relationship with client agency.
 - 5.1.2.8.4 Meet urban public transit requirements associated with Federal Transit Administration (FTA).
- 5.1.2.9 Copies of each of the following:
 - 5.1.2.9.1 System standards.
 - 5.1.2.9.2 Personnel policies and procedures.
 - 5.1.2.9.3 Driver's handbook.
 - 5.1.2.9.4 Drug and alcohol testing policies and procedures.

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- 5.1.2.9.5 Training programs, including name(s) of individuals/agencies that will provide defensive driving and passenger sensitivity training.
 - 5.1.2.9.6 Risk management policy and safety plan.
 - 5.1.2.9.7 Comment/complaint procedures.
 - 5.1.2.9.8 Vehicle inspection procedures and checklist form.
 - 5.1.2.9.9 Vehicle cleaning procedures and checklist form.
 - 5.1.2.9.10 Service transition plan (if applicable), including a timeline for transitioning from the existing operator, if necessary. Describe how the transition will take place in a seamless manner with the least amount of disruption to the service as possible.
 - 5.1.2.9.11 Proposal Form (see Exhibit D) – including an indication of all addenda issued and received – in a separate, sealed envelope.
 - 5.1.2.9.12 Lobbying certification (see Exhibit F), signed by an authorized official of the Proposer.
- 5.1.3 Proposers shall send their completed Proposals to the following person at the address indicated. Further, they should indicate the RFP number and Firm Name on the outside of the sealed Proposal Package to:

Sandy Scott, Purchasing and Contract Coordinator
Carson City Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, Nevada 89701

6 EVALUATION OF PROPOSALS:

- 6.1 Proposals submitted will be evaluated by the City Review & Selection Committee.
- 6.2 The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.
- 6.3 The following categories will be evaluated in the selection process (see Exhibit E):
 - 6.3.1 Understanding: Proposer demonstrates thorough understanding of the scope of the project and its role and responsibilities within the transit system
 - 6.3.2 Experience: Proposer demonstrates experience with similar service types, scheduling, dispatching and reporting; and has an excellent performance record
 - 6.3.3 Technical capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization, including the on-site manager and corporate personnel

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- 6.3.4 Presentation: Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating service
- 6.3.5 Budget: Proposed budget appears to be complete, realistic and cost effective

7 RIGHT TO REJECT PROPOSALS:

7.1 Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

7.2 Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

7.3 **Late proposals will not be accepted.** Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing & Contracts on or before the designated time and date.

8 WITHDRAWAL OF PROPOSALS:

8.1 Requests to withdraw proposals received after the time and date set for opening and acknowledging proposals will not be considered.

9 CONTRACT TERMINATION:

9.2 Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

9.2.1 Failure to provide sufficient personnel as identified in the RFP.

9.2.2 Failure to provide the principal Team as submitted.

9.2.3 Substitution of the Team or other identified personnel without prior approval of Carson City.

10 INSURANCE

10.1 **General Liability:**

10.1.1 The successful Proposer shall be required to furnish and maintain throughout the term of the proposed Agreement, such general liability and property damage insurance as shall protect him/her and any sub-consultants, agents, and employees performing work covered by the proposed Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the proposer's performance, or by any sub-consultant, person,

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firm, or employee directly or indirectly employed by him/her. The successful Proposer shall furnish the City a certificate of said insurance, with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury as well as property damage and with the City added as a co-insured.

10.2 **Worker's Compensation:**

10.2.1 The successful Proposer shall purchase and maintain throughout the term of the contract such Industrial Insurance (SIIS) as will protect him from claims which may arise out of or result from the Consultant's execution of the work on this project, whether such execution be by the Consultant or by any sub-consultant, or by anyone directly or indirectly employed by any of the consultants, or by anyone for whose acts any of them may be liable.

11 **OBJECTION BY UNSUCCESSFUL PROPOSER:**

11.1 Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review & Selection Committee by following the procedure outlined in Paragraph 11.2 below. Information on the results of the Committee's evaluation may be obtained on DemandStar.com and will be faxed to each respondent.

11.2 Any objection shall be written and submitted to the Finance Department before the recommendation shall be scheduled to be heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

12 **ATTACHMENTS:**

- 12.1 Exhibit A – JAC Fixed Route System
- 12.2 Exhibit B – JAC Assist Service Area
- 12.3 Exhibit C – Virginia City Express Service
- 12.4 Exhibit D – Proposal Form
- 12.5 Exhibit E – Evaluation Criteria
- 12.6 Exhibit F – Required Federal Clauses
- 12.7 Exhibit G – Protest Procedures for FTA-Assisted Procurements

***** END OF DOCUMENT *****

Exhibit A JAC Fixed Route System

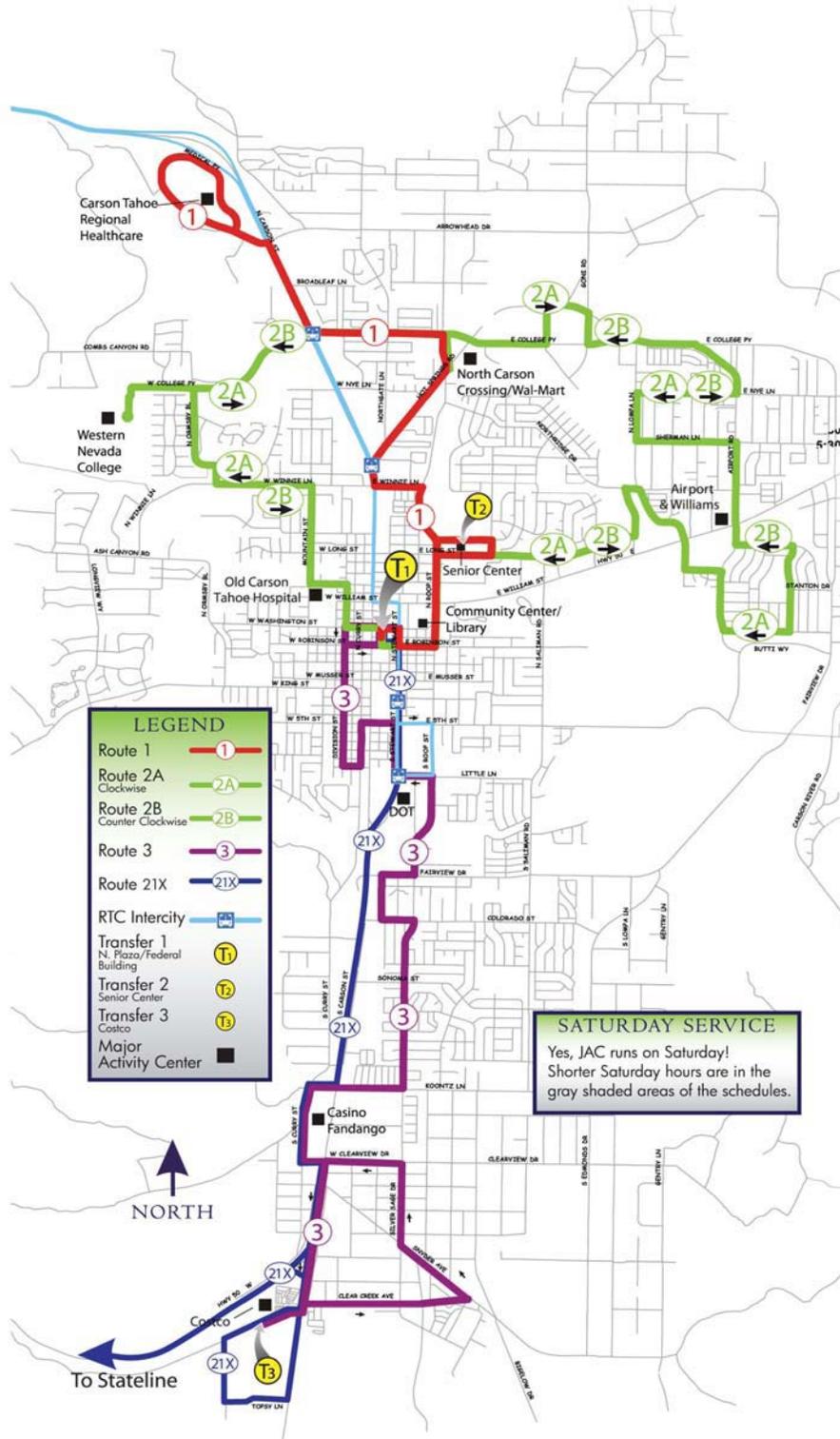
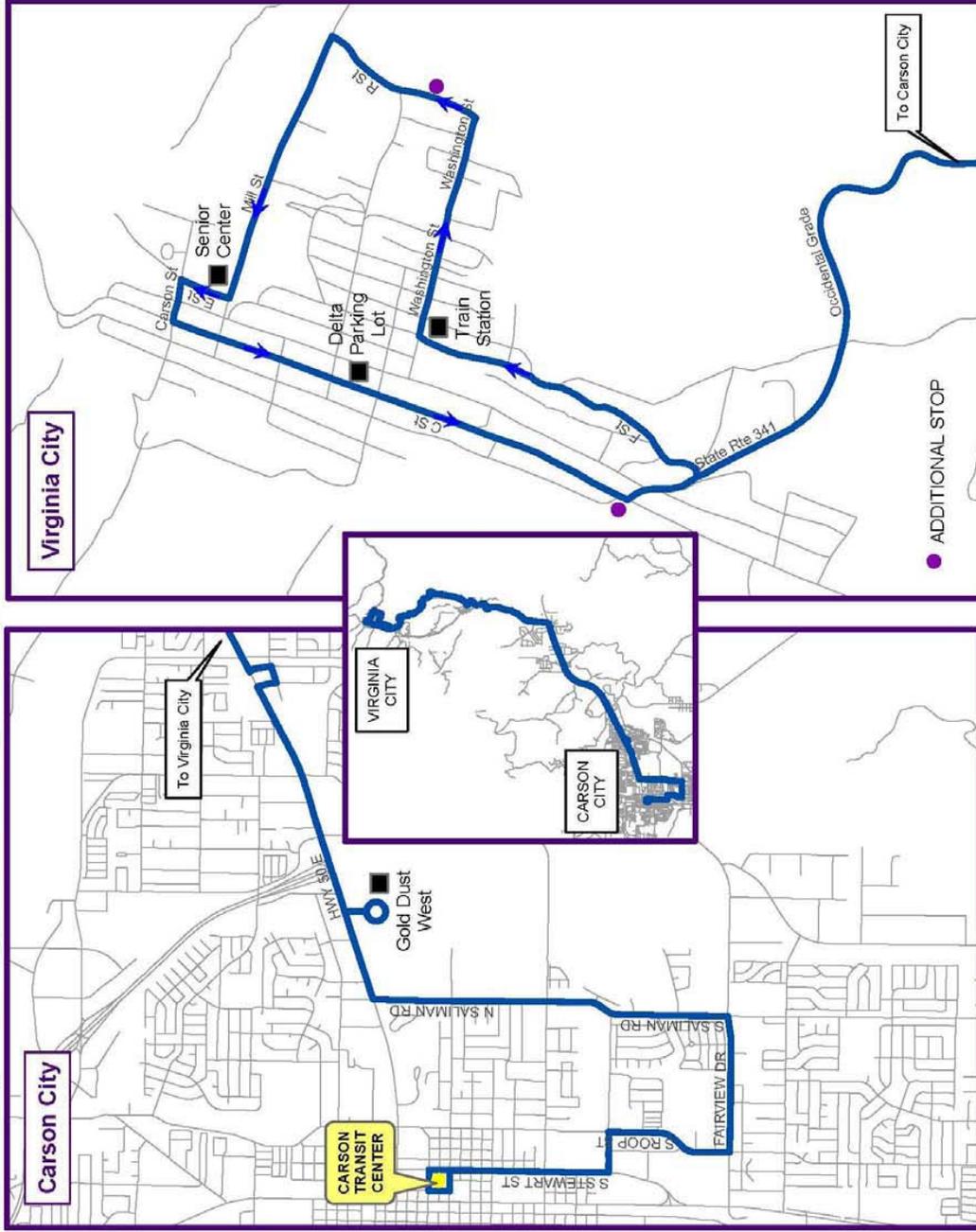


Exhibit C Virginia City Express Service



Virginia City Express Route Map



Effective October 7, 2009

NOTE: Schedule and fares on reverse side.

**Exhibit D
Proposal Form**

Instructions: Complete a cost proposal, below, for each of the three distinct services identified in the Scope of Service, for each year of the contract period. Cost proposal shall be stated in dollars per revenue service hour.

Place this cost proposal page in a separate, sealed envelope. Proposals will be reviewed to determine if all requirements have been met. If not all requirements have been met, the separate cost proposals will not be opened.

Note: All proposals, including the unit rate of cost, become public information when the award is made. However, City will keep the supporting financial information of each proposal confidential.

Addendum Received:

___ #1 ___ #2 ___ #3 ___ #4

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4*</u>	<u>Year 5*</u>	<u>Year 6*</u>
JAC	_____	_____	_____	_____	_____	_____
JAC Assist	_____	_____	_____	_____	_____	_____
Virginia City Express	_____	_____	_____	_____	_____	_____

Assumptions:

JAC Fixed Route Service – 14,000 revenue service hours

JAC Assist – 6,000 revenue service hours

Virginia City Express – 450 revenue service hours

*Option year

Proposer _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

Exhibit E
Evaluation Criteria

An Evaluation Team will review and analyze each proposal. Proposals will be evaluated and scored according to the following criteria:

Evaluation Factors	Weight	x	Rating	=	Score
<u>Understanding</u> Proposer demonstrates a thorough understanding of the scope of the project and its role and responsibilities within the transit system.	20% (.20)				
<u>Experience</u> Proposer demonstrates experience with similar service types, scheduling, dispatching and reporting; and has an excellent performance record.	20% (.20)				
<u>Technical Capacity</u> Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization, including the on-site manager and corporate personnel.	20% (.20)				
<u>Presentation</u> Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating services.	10% (.10)				
<u>Budget</u> Proposed budget appears to be complete, realistic and cost effective.	30% (.30)				
	100%				
TOTAL SCORE					

Weight x Rating = Score
Total Potential Score: 100

Rating Points Description

- 100 – Excellent. Meets all requirements. Reflects significant enhancements or strengths. No offsetting weaknesses.
- 80 – Very Good. Meets all requirements. Reflects some enhancements or strengths. Few, if any, offsetting weaknesses.
- 60 – Good. Meets all requirements. Strengths and weaknesses, if any, tend to offset one another equally.
- 40 – Fair. May contain significant weaknesses, only partially offset by less pronounced strengths. Should meet all minimum requirements, but some areas of doubt may exist.
- 20 – Poor. Serious doubt exists about ability to meet minimum needs but may be sufficient. Significant weaknesses without offsetting strengths.
- 0 – Deficient. Will not meet minimum needs.

Exhibit F
Required Federal Clauses

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

FEDERAL CHANGES

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

TERMINATION

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by

City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

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

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

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

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract

the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

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

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

BREACHES AND DISPUTE RESOLUTION

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

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

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

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

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

LOBBYING

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

CHARTER BUS REQUIREMENTS

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

SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

DRUG AND ALCOHOL TESTING

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR 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 Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the Nevada Department of Transportation. 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.

ENERGY CONSERVATION REQUIREMENTS

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

Exhibit G
Protest Procedures for FTA-Assisted Procurements

In the event a Proposer believes certain actions or inactions on the part of City have been prejudicial to its position relative to the proposal, a protest may be filed. According to FTA Circular 4220.1F (Chapter VII), "The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, and protests of awards, disputes, and claims, using good administrative practices and sound business judgment. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern."

In all instances, City shall disclose information regarding protests to FTA via memorandum.

Proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. City will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. City will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation:

All protests lodged by potential or actual bidders must be made in writing and contain the following information:

- Name, address, and telephone number of the protester.
- Identification of the solicitation or contract number and title.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue(s) to be resolved and statement of what relief is requested.
- Argument and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Proposal process. In the case of Requests for Proposals, the Transit Coordinator shall direct the protester to mail or deliver the protest to relevant parties.

Mail or hand-deliver the protest to:

Sandy Scott, Purchasing and Contract Coordinator
Carson Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, NV 89701

Faxed or e-mailed protests will not be accepted.

City will respond, in written detail, with counterclaims to each substantive issue raised in the protest. City will also perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the legal positions of the contractor, City, and FTA.

City has the authority to render the final determination regarding the protest. Any determination rendered by City will be final. The Federal Transit Administration will entertain appeals only in cases stated below in “Appeals.”

Pre-Solicitation Phase Protest - A Pre-Solicitation Phase Protest must be received in writing by City a minimum of five (5) full working days prior to the proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the City, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) working days from the time the protest is received, City will notify all that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those whose proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid to the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Pre-Award Protest – Protests may be lodged after the Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) working days from the time the protest is received, City will notify all Proposers that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those Proposers whose proposals might

become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Post-Award Protest – City will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by Proposers. Upon receipt of a protest, City shall notify the Proposer awarded the contract. City will render a determination to proceed with the contract or suspend the project until the protest is resolved. City will respond to the protest in writing within five (5) working days after receipt of the protest.

Appeals - City has the authority to settle any dispute and resolve the protest. City may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the Regional Transportation Commission (RTC) within three (3) working days after City issues a final decision. The RTC will issue a decision within five (5) working days after receipt of the appeal. City may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s). The Protester has the right to appeal in writing to FTA if:

- The Protester has exhausted all administrative remedies with City, and
- City has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region IX Office within five (5) working days of the date the Protester knew or should have known of the violation.

Office of Program Management and Oversight
Federal Transit Administration Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to City within the same timeframe. In the event of a protest, City will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, City will grant an allowance for request for reconsideration.