

## Request for Proposals

Procurement Officer  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89449

PO Box 499  
Zephyr Cove, NV 89448

(775) 589-5500  
(775) 588-0917 (fax)

<i>Proposal Data</i>	
Title:	Demand Response Taxi Service
Issue Date:	February 19, 2014
<i>Pre-Proposal Conference</i>	
Day/Date:	None
Time:	
Location/Address:	
Directions:	
<i>Proposal Due Date</i>	
Day/Date:	Monday, March 31, 2014
Time:	2:00 p.m. PST
Location/Address:	128 Market Street, Suite 3F, Stateline, NV 89449 PO Box 499, Zephyr Cove, NV 89448

**Sealed written replies to this invitation must be received by TTD at the location indicated, and no later than the date and time indicated. Submittal by fax or email is not acceptable.**

**This Request For Proposal does not constitute an order for the goods or services specified.**

## GENERAL CONDITIONS

All responders must familiarize themselves with the General Conditions, Technical Specifications and Appendices that are included with this procurement package.

### 1. PROPOSAL DELIVERY, TIME & DATE

- 1.1. TTD will receive written and sealed competitive proposals for DEMAND RESPONSE TAXI SERVICE until 2:00 p.m. PST, March 31, 2014, at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **"TTD RFP - DEMAND RESPONSE TAXI SERVICE."** Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Mail: Procurement Officer  
Tahoe Transportation District  
PO Box 499  
Zephyr Cove, NV 89448

Hand Deliver: Procurement Officer  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89449

- 1.2. Offerors are responsible for making certain proposals are delivered to the Procurement Officer. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that offeror use some sort of delivery service that provides a receipt.
- 1.3. Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. TTD WILL NOT ACCEPT FAX PROPOSALS.
- 1.4. Proposals may be withdrawn in writing prior to the above scheduled time set for closing. Alteration made before the closing date and time must be initiated by offeror, guaranteeing authenticity.
- 1.5. TTD reserves the right to postpone the date and time for accepting proposals through an addendum.

### 2. PRE-PROPOSAL CONFERENCE

- 2.1. There will be no pre-proposal conference for this RFP.

### 3. CLARIFICATION OF REQUIREMENTS

- 3.1. It is the intent and purpose of TTD that this RFP permit competitive proposals. It shall be the offeror's responsibility to advise TTD if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Officer no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

- 3.2. **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO PROPOSAL MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

Hand Deliver: Procurement Officer  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89449

Or via

Mail: Procurement Officer  
Tahoe Transportation District  
PO Box 499  
Zephyr Cove, NV 89448

Fax: (775) 588-0917  
Email: [jwhite@tahoetransportation.org](mailto:jwhite@tahoetransportation.org)

#### **4. ADDENDA & MODIFICATIONS**

- 4.1. Any changes, additions, or clarifications to the RFP are made by amendments (addenda).
- 4.2. Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Procurement Officer. At the request of the offeror, or in the event the Procurement Officer deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Procurement Officer. Such addendum issued by the Procurement Officer will be sent to all offerors receiving the original RFP and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and should be received by the TTD Procurement Officer no later than five (5) business days prior to the proposal closing date.
- 4.3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind TTD. Only information supplied by TTD in writing or in this RFP should be used in preparing proposal responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of TTD and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.
- 4.4. TTD does not assume responsibility for the receipt of any addendum sent to offerors.

#### **5. EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

- 5.1. Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2. Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

#### **6. PROPOSAL COPIES**

- 6.1. Offeror must submit two (2) original hard copies (printed double-sided) of its proposal.
- 6.2. The original proposal must include this RFP and any subsequent addenda.
- 6.3. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offeror shall become the property of TTD when received.

#### **7. PROPOSAL PREPARATION COSTS**

- 7.1. Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2. The issuance of this RFP does not obligate TTD to enter into a contract for any services or equipment.
- 7.3. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

## 8. RFP REQUIREMENTS

### 8.1. Proposals shall contain the following information:

- 8.1.1. Cover letter on company letterhead, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.
- 8.1.2. Brief description of the major business functions, history and organizational structure of the firm.
- 8.1.3. Resume/work history of key personnel to be assigned to this project, including the manager and any additional staff relevant to the project.
- 8.1.4. A statement about whether the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.
- 8.1.5. A statement of the firm's understanding of and ability to:
  - 8.1.5.1. Meet public transit requirements associated with U.S. Department of Transportation, Federal Transit Administration, California Department of Transportation and Nevada Department of Transportation.
  - 8.1.5.2. Provide, operate, and maintain an efficient and high quality public transportation service (e.g., demand response service).
  - 8.1.5.3. Address sensitivity toward persons with special needs (e.g., elderly and persons with disabilities).
  - 8.1.5.4. Establish and maintain excellent working relationship with client agency.
- 8.1.6. Copies of each of the following:
  - 8.1.6.1. Drug and alcohol testing policies and procedures.
  - 8.1.6.2. Risk management policy and safety plan.
  - 8.1.6.3. Comment/complaint procedures.
  - 8.1.6.4. Proposal Form (see Exhibit D) – including an indication of all addenda issued and received – in a separate, sealed envelope.
  - 8.1.6.5. Lobbying certification (see Exhibit C), signed by an authorized official of the Proposer.

## 9. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE NEVADA OPEN RECORDS ACT

- 9.1. If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets, and commercial or financial information, clearly identify those portions.
- 9.2. Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.
- 9.3. TTD will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Nevada Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Nevada Attorney General pursuant to NRS 239. In the event that it is determined by opinion or order of the Nevada Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under NRS 239, then such information will be made available to the requester.
- 9.4. Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Nevada Open Records Act.

## 10. LICENSES, PERMITS, TAXES

- 10.1. The price or prices for the work shall include full compensation for all taxes, permits, etc. that the offeror is or may be required to pay.

10.2. TTD is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

10.3. Offerors must submit proof of authority to operate in both California and Nevada. Specifically, current certificates from the City of South Lake Tahoe, the Nevada Transportation Authority and any other certificates required to operate.

## **11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

11.1. TTD hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP; Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

11.2. A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

## **12. EQUAL EMPLOYMENT OPPORTUNITY**

12.1. Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

## **13. CONFLICT OF INTEREST**

13.1. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of TTD or member of the TTD Board of Directors.

13.2. By signing its proposal, the offeror certifies and represents to TTD the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

## **14. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL**

14.1. Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

## **15. SELECTION**

15.1. Selection shall be based on the proposal from an offeror determined by TTD to be responsible.

15.2. TTD shall consider only responsible offerors. Responsible offerors are those that have, in the sole judgment of TTD, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract.

15.3. TTD may consider responsiveness to the requirements of the RFP, as well as references and financial stability, in determining a responsible offeror.

15.4. No individual has the authority to legally and/or financially commit TTD to any contract, agreement or purchase order for goods or services, unless specifically sanctioned by the requirements of this RFP.

## **16. AWARD PROCEDURE AND CONTRACT**

16.1. Any contract made, or purchase order issued, as a result of this RFP, shall be entered in the State of Nevada and under the laws of the State of Nevada. In connection with the performance of work, the offeror agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

16.2. The schedule for selection, award, and new contract is anticipated to be complete prior to May 1, 2014.

## 17. EVALUATION OF PROPOSALS

17.1. Proposals submitted will be evaluated by a Review & Selection Committee assembled at the discretion of TTD.

17.2. The Committee has the prerogative to call for oral interviews, if such would be desirable or beneficial to the evaluation process. TTD reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.

17.3. The following categories will be evaluated in the selection process (see Exhibit E):

- Understanding: Proposer demonstrates thorough understanding of the scope of the project and its role and responsibilities within the transit system.
- Experience: Proposer demonstrates experience with similar service types, including reporting; and has an excellent performance record.
- 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 personnel.
- Presentation: Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating service.
- Budget: Proposed budget appears to be complete, realistic and cost effective.

## 18. RIGHT TO REJECT PROPOSALS

18.1. TTD reserves the right to reject any or all proposals, reject any particular item in a proposal, and to waive immaterial formalities. No proposal will be considered from any firm that has failed to perform acceptably on any other contract with TTD.

## 19. PROTEST PROCEDURES

19.1. In the event an offeror believes certain actions or inactions on the part of TTD 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, TTD shall disclose information regarding protests to FTA via memorandum.

19.2. Offerors can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. TTD will accept and review the protest with the understanding that the integrity of the procurement process may be at stake.

19.3. TTD will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation. All protests lodged by potential or actual proposers 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 RFP process. In the case of RFPs, the TTD Procurement Officer shall direct the protester to mail or deliver the protest to relevant parties.

Mail or hand-deliver the protest to:

Hand Deliver: Procurement Officer  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89449

Mail: Procurement Officer  
Tahoe Transportation District  
PO Box 499  
Zephyr Cove, NV 89448

Faxed or e-mailed protests will not be accepted.

19.4. The TTD Procurement Officer will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Procurement Officer 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, TTD and FTA.

19.5. The TTD District Manager has the authority to render the final determination regarding the protest. Any determination rendered by TTD will be final. The Federal Transit Administration will entertain appeals only in cases stated below in paragraph 19.9.

19.6. **Pre-Solicitation Phase Protest** - A Pre-Solicitation Phase Protest must be received in writing by the TTD Procurement Officer a minimum of five (5) business 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 Procurement Officer, 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) business days from the time the protest is received, the TTD Procurement Officer will notify all offerors that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) business days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer 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 the need to re-advertise.

TTD will not make an award prior to five (5) business days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless TTD 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 TTD or the Federal Government.

The Procurement Officer 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.

19.7. **Pre-Award Protest** – Protests may be lodged after the close of the RFP deadline and prior to Notice of Award. Within three (3) business days from the time the protest is received, the TTD Procurement Officer will notify all offerors that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) business days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer may request a time extension for award acceptance from those offerors 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.

TTD will not make an award prior to five (5) business days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless TTD 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 TTD or the Federal Government.

The Procurement Officer 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.

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

**19.9. Appeals** - The Procurement Officer has the authority to settle any dispute and resolve the protest. The Procurement Officer 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 TTD District Manager within three (3) business days after the Procurement Officer issues a final decision. The District Manager will issue a decision within five (5) business days after receipt of the appeal. TTD 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 TTD, and
- ◆ TTD 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) business days of the date the Protester knew or should have known of the violation.

Office of Operations and Program Management  
U.S. Department of Transportation  
Federal Transit Administration Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105

When the Protester sends an appeal to FTA, the Protester must also send copy of the appeal to the TTD Procurement Officer within the same timeframe. In the event of a protest, the Procurement Officer 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, TTD will grant an allowance for request for reconsideration.



## TECHNICAL SPECIFICATIONS

### 1. BACKGROUND INFORMATION

#### 1.1 Introduction

The Tahoe Transportation District (TTD) operates public transit service in and around the City of South Lake Tahoe and Stateline, NV. Administration of the South Shore transit system by the TTD began November 1, 2010. TTD also operates a demand response service that provides curbside-to-curb transportation for ADA paratransit eligible individuals and some general public within the service area of the fixed route at the South shore of Lake Tahoe.

#### 1.2 Project Duration

The contract starts on May 1, 2014 and ends on May 1, 2015, for a total of one (1) year – with two (2) one-year contract extension options that may be exercised by TTD. This is a fixed unit price contract, based on the cost per passenger trip to operate supplemental demand response services.

#### 1.3 Termination

The contract may be terminated by either party for material, uncured breach of the other party. The contract may also be terminated for convenience by TTD if in the best interests of TTD. Termination provisions shall be set forth in more detail in the contract.

#### 1.4 Description of Service

TTD operates an ADA demand response service which is delivered by the transit contractor using cutaway buses. The Demand Response Taxi Service is envisioned as a supplement to existing demand response services specifically for qualified ambulatory passengers and during time periods when the number of scheduled passenger trips per hour is lower than 1.5. Under the proposed program, the passenger pays the first \$3.00 and TTD pays the remaining fare.

#### 1.5 Hours of Service

TTD demand response service operates between 5:15 a.m. and 1:25 a.m.

#### 1.6 Service Area

Service is available for trips beginning and ending within three-quarters (3/4) of a mile of any fixed-route within the City of South Lake Tahoe. The service also includes Christmas Valley, Camp Richardson, and Stateline through Cave Rock areas. The service area may be divided into regions or zones to provide a fee structure consistent with the taxi company.

#### 1.7 Fare Structure

The fare structure should be proposed by the offeror using a grid that divides the service area into zones. TTD will identify and negotiate a fare structure that is cost-effective for the project.

Passengers will be responsible for a \$3.00 fare (consistent with the reduced fare rate), which will be collected by the taxi driver. The additional fare incurred will be paid by TTD. The TTD dispatcher will provide a list of demand response trips to the taxi dispatcher. The taxi dispatcher will convey the demand response service needs to the drivers and those who accept demand response rides will complete a voucher for the ride. The taxi company will supply the vouchers. Each one-way trip will be evidenced by a voucher submitted by the driver, which will be matched to the dispatch logs. The taxi company will invoice TTD on a monthly basis and the redeemed vouchers will be submitted with the invoice. Each voucher must include origin, destination, date, driver, cab number, passenger name, and passenger signature for reimbursement.

The TTD employs different types of multi-ride passes which may or may not be used in conjunction with this project depending on the ability of the selected provider to accommodate the use of these different fare media.

## 2. SCOPE OF WORK

### 2.1 Management

The selected provider shall manage and operate the project in accordance with the policies and procedures established by TTD, and in keeping with good management practices. The selected provider shall be responsible for reporting, including but not limited to: ridership, complaints, accidents / incidents.

The selected provider shall work with the District Transit Manager and operation staff to ensure development and operation of the system that meets the District's, its partners and community's needs. The demand response taxi service will be limited to the demand response service area, and may be further restricted depending on the zone-fare structure submitted by the selected provider

### 2.2 Minimum Requirements for Employees

The selected provider shall ensure that all employees successfully complete a DOT physical and pre-employment drug test per 49 CFR Part 655 before employees are allowed to start working. In addition, the selected provider shall perform a motor vehicle record check on all employees at the time of hire.

### 2.3 Operator Training Required

All taxi operators shall be trained to proficiency by the selected provider before being allowed to work with the public. Training shall include, but not be limited to: Commercial Driver License (CDL) of the appropriate class and endorsement, vehicle inspection, defensive driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), driving in inclement weather, accident and incident procedures.

### 2.4 Drug and Alcohol Program

The selected provider 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. The District adheres to a no tolerance policy and does not have a "second chance" policy. The selected provider shall be responsible for securing the services of a collection site and Medical Review Officer (MRO) that satisfies FTA requirements. The selected provider shall be responsible for preparing and submitting its annual MIS report at <http://damis.dot.gov> by March 1 each year.

### 2.5 Vehicles

The selected provider or employees will provide vehicles.

### 2.6 Facilities

The selected provider will provide any facility needed for the drivers.

### 2.7 Fuels and Materials

The selected provider will provide fuel and other vehicle-related materials and supplies at no cost to the project. The selected provider is responsible for fueling vehicles as needed for the service.

### 2.8 Vehicle Maintenance

The selected provider will provide the vehicle maintenance function. The selected provider is responsible for maintenance staff, scheduling preventive maintenance, the correction of reported vehicle defects, and necessary road calls. The selected provider is responsible for maintaining all records related to vehicle maintenance. TTD may inspect vehicle maintenance records at any time.

### 2.9 Vehicle Cleaning

TTD expects the vehicles to be clean at all times (weather permitting) for the sake of public image and customer satisfaction.

**2.10 Vehicle Inspections**

The selected provider shall require taxi operators to perform a daily vehicle inspection report (DVIR), 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 selected provider shall supply the TTD with a copy of the form used by their company and permit TTD to inspect completed DVIR's upon request.

**2.11 Scheduling/Dispatching**

TTD's public transit contractor will be responsible for receiving passenger reservations. The dispatcher will contact the taxi dispatcher to provide a list of demand response trips. Individuals requiring ADA accessible vehicles will be transported by the current TTD public transit contractor using ADA accessible buses. The TTD's public transit contractor shall coordinate with TTD management staff to ensure timely and sufficient levels of service.

**2.12 Communication System**

The selected provider shall provide two-way radio capability between the taxi dispatch center and the vehicles at no cost to the service. The selected provider shall be responsible for training its employees to proficiency on the proper use of radio equipment, in keeping with FCC requirements.

**2.13 Technology Requirements**

The selected provider shall provide the technology required to operate the project in an efficient and effective manner.

**2.14 Policies and Procedures**

The selected provider shall be responsible for developing and enforcing its own policies and procedures related to human resources management.

**2.15 Customer Service**

The selected provider shall be responsible for the customer service aspect of the project, including but not limited to: driving taxis safely and smoothly and keeping the vehicles clean. The selected provider shall be responsible for providing outstanding customer service in keeping with TTD's expectations.

**2.16 Complaint Procedures**

TTD's public transit contractor shall be responsible for handling customer complaints regarding the demand response taxi service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. TTD's public transit 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 24 hours, if at all possible. The selected provider shall report on all complaints regularly and all serious problems to TTD as soon as practical.

**2.17 Risk Management**

The selected provider is responsible to secure and maintain, at its own expense, the following types of insurance, naming TTD as an additional insured:

- General Liability - \$5,000,000 each occurrence
- 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)

**2.18 Marketing/Public Relations/Media Relations**

TTD shall provide all marketing, public relations and media relations, although the selected provider is expected to cooperate with and support these efforts. The selected provider shall direct all media inquiries to designated TTD management staff.

**2.19 Performance Requirements**

The selected provider shall strive to maximize ridership and on-time performance, while minimizing road calls, collisions, and complaints.

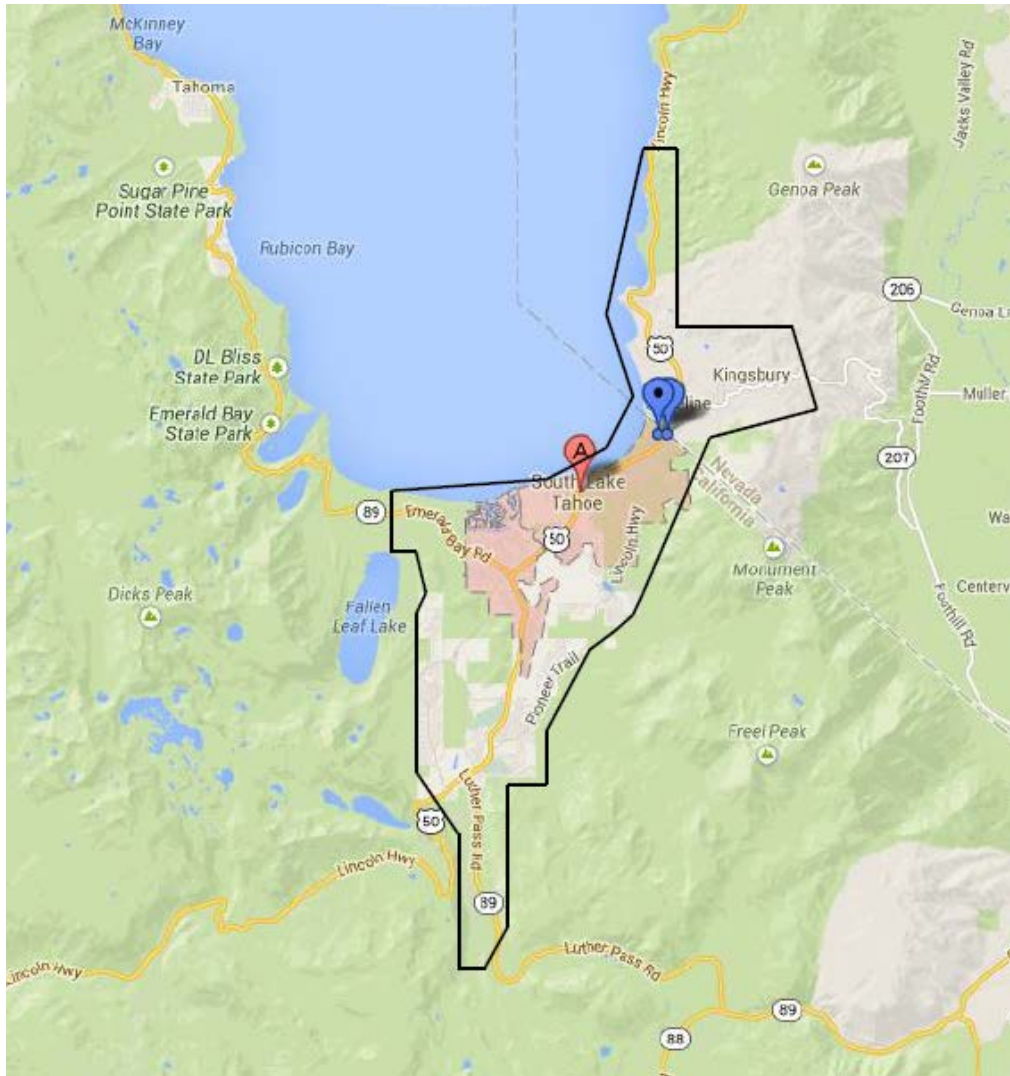
**2.20 Monitoring and Reporting**

TTD's public transit contractor and the selected provider shall be entirely responsible for the operation of the project. TTD shall establish certain reporting requirements on a monthly/annual basis, and may request performance reports.

## APPENDICES

### EXHIBIT A – PROPOSAL FORM

Instructions: Complete a cost proposal using a map that divides the service area into zones with the corresponding rate for trips between zones.



Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name and Title of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B – 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.	20%				
<u>Experience</u> Proposer demonstrates experience with similar service types, scheduling, dispatching and reporting; and has an excellent performance record.	25%				
<u>Technical Capacity</u> Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization, including appropriate personnel.	25%				
<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%				
<u>Budget</u> Proposed budget appears to be complete, realistic and cost effective.	20%				

100%

TOTAL SCORE	
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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 C – 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 Recipient or a subgrantee of the FTA Recipient 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 Recipient or a subgrantee of the FTA Recipient 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 Recipient or a subgrantee of the FTA Recipient 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 Recipient or a subgrantee of the FTA Recipient 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)** TTD may terminate this contract, in whole or in part, at any time with 60 days written notice to the Contractor when it is in TTD'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 TTD to be paid the Contractor. If the Contractor has any property in its possession belonging to TTD, the Contractor will account for the same, and dispose of it in the manner TTD 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, TTD 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 TTD 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, TTD, 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)** TTD 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 TTD'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 TTD setting forth the nature of said breach or default, TTD 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 TTD 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 TTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by TTD shall not limit TTD'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)** TTD, by written notice, may terminate this contract, in whole or in part, when it is in TTD's interest. If this contract is terminated, TTD 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, TTD may terminate this contract for default. TTD 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 TTD.

**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, TTD may terminate this contract for default. TTD 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 TTD goods, the Contractor shall, upon direction of TTD, protect and preserve the goods until surrendered to TTD or its agent. The Contractor and TTD 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 TTD.

### **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%. 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 TTD 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 TTD. In addition, the Contractor may not hold retainage from its subcontractors.

e. The Contractor must promptly notify TTD 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 TTD.

### **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 TTD requests which would cause TTD 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 neither the Contractor, its principals, as defined at 49 CFR 29.995, nor 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 TTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TTD, 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 TTD (District 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 District 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 District Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between TTD 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 TTD 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 TTD or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **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 TTD, or TTD, 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.

### **PRIVACY ACT**

(1). 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 Contract.

(2). 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 the California Department of Transportation.

### **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 TTD.

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