



REQUEST FOR PROPOSALS

FOR

**COMPUTER AIDED DISPATCH AND
AUTOMATED VEHICLE LOCATOR (CAD/AVL) SYSTEM**

March 22, 2019

Tahoe Transportation District

P.O. Box 499

Zephyr Cove, NV 89448

SECTION I

Procurement Schedule

1.0 General Overview

The Tahoe Transportation District (TTD) is issuing this Request for Proposals (RFP) for CAD/AVL system.

Activity	Date
Release Date	March 22, 2019
Deadline for submitting questions/clarifications	March 28, 2019 (3 p.m. PST)
TTD shall respond to questions/clarification	April 1, 2019
Deadline for submitting proposals	April 12, 2019 (3 p.m. PST)
TTD scoring and selection and provides notice of intent to award	April 19, 2019

TTD shall award a contract to the responsible proposer whose proposal is most advantageous to TTD, i.e. the “best value,” with price and other factors considered. TTD reserves its right to award to other than the low bidder.

This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected proposer.

THIS PROCUREMENT WILL UTILIZE FEDERAL FUNDS.

SECTION II

Description of TTD

2.0 District Overview

TTD is a bi-state, special purpose district with jurisdiction to implement safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations in and around the Lake Tahoe basin. TTD is governed by an eleven-member Board of Directors made up of local jurisdictions and private transportation management associations, an at-large member, and two state agencies.

TTD provides both intra- and interregional connectivity that is vital to the region. TTD operates a coordinated transit system for the South Shore of Lake Tahoe and connects to other areas in the region. South Shore area services include local fixed-route serving South Lake Tahoe, California, and Stateline, Nevada, along with commuter service which connects South Lake Tahoe, California, to Carson City, Nevada via the rural Nevada communities of Minden and Gardnerville. TTD provides supplemental summer service within the region known as the East Shore Express, a transit link between Incline Village and Sand Harbor State Park.

TTD helps to identify, develop and implement road, shared-use trail and transit solutions.

2.1 TTD Mission and Vision

TTD operates under the following agency cultural Mission and Vision statements:

2.1.1 Mission

The Tahoe Transportation District aims to deliver outstanding transit service and transportation project improvements for the greater Lake Tahoe Region.

2.1.2 Vision

The Tahoe Transportation District is a key part of Tahoe's success where our environment is protected, our communities are connected, and the quality of life is sublime.

2.1.3 Transit Vision

Our transit vision is to develop an interregional transit system that provides safe, reliable, and attractive transit service for Tahoe residents, visitors, and commuters.

SECTION III Specifications and Scope of Services

3.0 Scope of Work

TTD is seeking software that will provide an enjoyable user experience for both staff and passengers, as well as overall usability, including the following scope and specifications as outlined below:

3.0.1 General Scope of Work

TTD operates approximately 30 vehicles on four year-round routes and one seasonal route. The service area is mountainous and there are often challenges due to limited cellular data coverage, especially during periods of high visitation. The system must provide real time information to passengers through a smart phone application. Ideally, the data would be open source to allow passengers to select an app of choice (i.e., Transit App). If the app is provided by the vendor (i.e. custom branded), it must be free to passengers and encourage ridership by making passengers feel confident in the service. The system should help dispatchers understand the location of all vehicles in the system (fixed route, paratransit, and non-revenue vehicles). The system must have a manual assign function, to ensure vehicles are tracking on the correct route and run. The ability to unassign or remove a vehicle from a route is preferable. Adverse weather, traffic and road construction all routinely impact the on-time performance of the system and providing authentic AVL information is essential. The system should offer a dashboard for operations staff to monitor on time performance, stop locations, as well as view historical information through a replay function, or similar. An intuitive search function for vehicles and stops is also preferred.

TTD expects the selected firm to work closely with TTD Staff to train, answer questions, and aid in the implementation of the new software. The selected firm must be able to provide training for key TTD Staff.

3.0.2 Project Management

A communication plan for ensuring a successful implementation shall be included. TTD requires regular communication with the firm to effectively measure the progress and direction of the project. The successful firm is required to provide a detailed project schedule that includes both firm and TTD tasks with appropriate dates.

3.0.4 Knowledge Transfer & Training

TTD acknowledges that training is an essential component of a successful implementation. The successful firm is required to provide comprehensive and complete training to all staff using the software.

Any training materials and procedures must be provided in digital format.

3.1 Deliverables

The following deliverables are required for this project:

3.1.1 Project Development Plan and Schedule

Firm shall develop a project implementation plan and schedule for approval by TTD that meets both the functionality requirements and scheduling requirements for this project. **System shall be live (all deliverables accepted) no later than May 31, 2019.** This provision is non-negotiable.

3.1.2 Contract Term

TTD is anticipating a three-year period with two optional one-year extensions.

3.1.3 Price Proposals

The proposer shall complete the price proposal form (Attachment A). These prices shall apply to all goods provided pursuant to this contract.

3.1.4 The proposer and TTD will enter into a contract in the form attached as Attachment B. The proposal must specifically indicate any provisions in the form of the contract which are not acceptable and propose any alternative language or terms.

SECTION IV Proposal Requirements

4.0 Delivery of Proposals

Proposals must be submitted to TTD no later than 3:00 p.m. (PDT) on April 12, 2019. Proposers must deliver an electronic version of its proposal on a USB flash drive to the Tahoe Transportation District, Attn: Judi Allen, in person or overnight mail to 128 Market Street, Suite 3F, Stateline, NV 89449 or via regular mail to PO Box 499, Zephyr Cove, Nevada 89448. Please mark the envelope as "TTD CAD/AVL RFP."

4.1 Proposal Preparation Costs

Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in the preparation and submission of a proposal. TTD will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to the preparation and submission of a proposal shall be paid by the respondent.

4.2 Changes, Additions or Clarifications

Any changes, additions or clarifications to the RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the TTD website, <http://tahoetransportation.org/doing-business/rfp-info>.

Requests for clarifications about this RFP may be submitted at any time before 3:00 p.m. PST on March 30, 2019. Questions and/or requests for clarifications may be submitted in writing via email to:

Tara Styer, Operations Manager, at info@tahoetransportation.org

Responses will be posted on the TTD website, <http://tahoetransportation.org/doing-business/rfp-info>, no later than 5:00 p.m., April 1, 2019.

4.3 Form of Proposals

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the firm's competence and professional qualifications for the satisfactory performance of the services:

1. Include a cover letter with a summary of the proposal and a contact name and information for the proposal. The cover letter must be signed by the chief executive officer, owner, or chair of the proposer.
2. Provide a company profile including the proposer's name, business address, and telephone number, as well as a brief description of the proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure.
3. Provide fully completed price proposal form using Attachment A.
4. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.
5. Specifically indicate any provisions in the form of the agreement (Attachment B), including insurance and indemnification provisions, which are not acceptable and propose any alternative language or terms.
6. Provide three (3) references for current clients from the last two (2) years.

7. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of providing the goods.

This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected proposer.

4.4 Licenses, Permits, Taxes

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

4.5 Disadvantaged Business Enterprise (DBE) Requirements

TTD hereby notifies firms that in regard to any contract entered into pursuant to this RFP, 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.

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.

4.6 Equal Employment Opportunity

Each proposer must agree 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.

4.7 Review of Proposals, Selection Criteria and Award

Upon receipt of the proposals, TTD shall review and evaluate the proposals for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods. TTD may request clarifications of proposals directly from the proposers. TTD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion.

TTD may negotiate directly with qualified proposers and may request a best and final offer from one or more proposers.

In reviewing the proposals, and negotiating with qualified proposers, TTD will consider the following evaluation criteria:

- Responsiveness to RFP
- Experience with Computer Aided Dispatch and Automated Vehicle Locator (CAD/AVL) programs with the features specified in this Scope of Work
- Key personnel and project management approach
- Project understanding

- Capacity to meet project schedule
- References
- Alternative proposed language for the agreement, if any
- Pricing

TTD shall award a contract to the responsible proposer whose proposal is most advantageous to TTD, i.e., the “best value.” TTD reserves its right to award to other than the low bidder. TTD reserves the right to reject all proposals and to waive any irregularity.

If TTD decides to award, the agreement will be sent to the selected proposer for signature. No proposal shall be binding upon TTD until after the agreement is executed by duly authorized representatives of the proposer and TTD.

PROPOSAL SHEET

Project Pricing

Capital (Hardware) and set-up costs \$ _____
Annual fees, including training, and ongoing support \$ _____
Total price CAD/AVL System \$ _____

Acknowledgement of Final Delivery Schedule

System shall be live (all deliverables accepted) no later than May 31, 2019.

Acknowledged by: _____

Date: _____

PURCHASE ORDER AGREEMENT

P.O. # _____

This Purchase Order Agreement ("Purchase Agreement") is made and entered into on this _____ day of _____, 20__ (the "Effective Date") by and between _____, a _____ ("Vendor"), and Tahoe Transportation District a bi-state special purpose district created by the Tahoe Regional Planning Compact ("District"). District and Vendor are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

RECITALS

A. District has sought, through a request for proposals, the goods defined and described more particularly in Section 1 of this Purchase Agreement.

B. Vendor submitted a proposal for the goods sought by District, and was selected by the District to provide those goods.

C. District now desires to purchase the goods from Vendor pursuant to the terms and conditions of this Purchase Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Purchase Agreement, the Parties hereto agree as follows:

1. **PURCHASE OF GOODS.** The District agrees to purchase, and Vendor agrees to sell, the goods ("Goods") described in Exhibit "A" hereto and incorporated herein by this reference. There shall be no substitution of Goods without the prior written authorization of the District.
2. **DELIVERY.** The Goods must be shipped and must arrive at the destination specified in this section through mutual agreement ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Agreement and the District may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the District immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the District with a schedule that the Vendor reasonably believes it will be able to meet. It is within the District's discretion whether it will accept the revised schedule. All Goods shall be delivered to the following location, unless otherwise specified by the District:

Tahoe Transportation District
128 Market St., Suite 3F
Stateline, NV 89449

3. **PURCHASE PRICE.** The purchase price for the Goods shall be as listed in Exhibit A (Attachment A submitted with the Request for Proposal) (attached). An invoice must be mailed to:

Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448

no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment. Invoices must contain the Purchase Order number, description of Goods, unit price, quantities billed, extended totals, and applicable taxes. District will issue payment within thirty (30) days of receipt of all of the Goods listed in the invoice. District will expend at least \$20,000 during the term of the contract, but no more than \$75,000.

4. **CANCELLATION AND TERMINATION.**

- a. Either party may terminate this Agreement for cause as follows:
 - i. The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Agreement that have been violated, and a full statement of the facts surrounding the violation(s).
 - ii. If the terminated party so elects, the Parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - iii. If any such violation(s) cannot be resolved by the Parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - iv. If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the District.
- b. Either party may terminate the Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party. In the event of any such termination by District, Vendor shall be paid for Goods actually delivered through the date of termination.

5. **DELIVERY; RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the District. All Goods and Services will be received by the District subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The District will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The District may reject any Goods that do not conform to the terms and conditions of this Purchase Agreement. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.

6. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified in writing by District. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The District's purchase order number must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and purchase order number must accompany each box or packing shipment. The District's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the District will be shipped in separate boxes or containers for each destination, at no charge.

7. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the District, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the District, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the District and its customers or users of the Goods and must not be deemed exclusive. The District's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

8. **CHANGES.** The District has the right, by written notice, to change the quantity or specifications of the Goods ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the District as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.

9. **NONDISCRIMINATION CLAUSE:** Vendor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Purchase Agreement.

10. **INDEMNITY.** Except as to the sole negligence, active negligence or willful misconduct of the District, Vendor shall indemnify and hold the District, and its employees, officers, managers, agents and council members, harmless from any and all

loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with the Goods provided pursuant this Purchase Agreement and/or the performance of work, activities, operations or duties of Vendor, or anyone employed by or working under Vendor, and from all claims by anyone employed by or working under Vendor for services rendered to Vendor in the performance of this Purchase Agreement, notwithstanding that the District may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor. The parties expressly agree that any payment, attorneys' fees, costs or expense that the District incurs or makes to or on behalf of an injured employee under the District's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11. **DUTY TO DEFEND.** Vendor agrees, at its cost and expense, to promptly defend the District and the District's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods provided pursuant this Purchase Agreement; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the District, and with well qualified, adequately insured and experienced legal counsel acceptable to the District.

12. **INTERPRETATION.** The terms of this Purchase Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Agreement or any other rule of construction that might otherwise apply.

13. **GOVERNING LAW; JURISDICTION.** In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Goods delivered in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Goods delivered in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Goods delivered in California, or in the District of Nevada for Goods delivered in Nevada.

14. **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Agreement, without the prior written approval of the District, which may be withheld in his/her sole discretion.
15. **ARTWORK, DESIGNS ETC.** If the Goods are to be produced by Vendor in accordance with designs, drawings or blueprints furnished by District, Vendor shall return same to District upon completion or cancellation of this Purchase Agreement. Such designs and the like shall not be used by Vendor in the production of materials for any third party without District's written consent. Such designs and the like involve valuable property rights of District and shall be held confidential by Vendor.
16. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Agreement, including the payment of prevailing wage when required.
17. **INTEGRATION; AMENDMENT.** This Purchase Agreement represents the entire understanding of the District and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Agreement. The Purchase Agreement may not be modified except by Change Order or Addendum to Purchase Agreement.
18. **WAIVER.** The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
19. **FEDERAL TERMS.** District will be using money received from the federal government to pay all or a part of the purchase price for the Goods. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Vendor agrees to adhere to the federally-required provisions included in Exhibit "B" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "B" and the body of this Agreement, Exhibit "B" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) is incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, District and Developer have executed this Agreement as of the Effective Date.

"DISTRICT"
TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager

ATTEST:

Judi Allen, Clerk of the Board

APPROVED AS TO FORM:

Nira Doherty, Interim General Counsel

"VENDOR"

By: _____

Name: _____

Title: _____

[signature must be notarized]

DRAFT — NOT FOR SIGNATURE

EXHIBIT "A"

GOODS

EXHIBIT "B"

FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following 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 Vendor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.
2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Vendor agrees to provide the District, 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 Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Vendor access to Vendor'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.
 - b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Vendor 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 Vendor agrees to maintain same until the District, 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).
3. Civil Rights.
 - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor 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 Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

- i. 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 Vendor 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 Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.
 - ii. 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.
- c. The Vendor 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.

4. Disadvantaged Business Enterprises.

- a. This Agreement 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 District's overall goal for DBE participation is 2.1%.
- b. The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Vendor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract

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

- c. Vendor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
 - d. Vendor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Vendor's receipt of payment for that work from the District. In addition, the Vendor may not hold retainage from its subcontractors.
 - e. The Vendor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement 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 Vendor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.
5. Energy Conservation - The Vendor 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.
6. Federal Changes – Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this Agreement.
7. No Obligation By The Federal Government
- a. The District and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Vendor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
 - b. The Vendor 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.
8. Program Fraud and False or Fraudulent Statements or Related Acts.
- a. The Vendor 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 Agreement, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Vendor 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 Vendor to the extent the Federal Government deems appropriate.

- b. The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.
- c. The Vendor 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.

9. Veterans Employment. As provided by 49 U.S.C. § 5325(k):

(a.) To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

(b.) Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, 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.
- b. The Vendor 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.
- c. By signing this Agreement, the Vendor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later

determined that the Vendor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Clean Air - The Vendor 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 Vendor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
12. Clean Water - The Vendor 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 Vendor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. Lobbying – Vendor 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 District, 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 the recipient.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company _____ Name

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____”

ATTACHMENT C

LOBBYING CERTIFICATION

The undersigned _____ 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 Subcontractors 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

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, TTD may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to TTD if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact TTD for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by TTD.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, TTD may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____