



REQUEST FOR PROPOSALS
FOR
MANAGEMENT INFORMATION SYSTEM

March 27, 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 management information systems.

Activity	Date
Release date	March 27, 2019
Deadline for submitting questions/clarifications	April 11, 2019 (3 p.m. PDT)
TTD shall respond to questions/clarification	April 15, 2019
Deadline for submitting proposals	April 25, 2019 (3 p.m. PDT)
TTD scoring and selection and provides notice of intent to award	May 6, 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

The 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.

2.2 Current MIS Website

TTD's current management information systems provider can be found here:
<http://www.solutionsfortransit.com/>

SECTION III Specifications and Scope of Services

3.0 Scope of Work

TTD is seeking a firm with demonstrated Management Information Systems (MIS) experience to deploy operational and customizable MIS solutions to assist in management of TTD's transit operations. The MIS shall incorporate robust and dependable functionality that incorporates existing data and system functionality, while providing a cost-effective, user friendly interface incorporating, at minimum, the features below:

3.0.1 General Scope of Work

Cloud-based MIS with the functionality features noted below. This functionality may be achieved with one program, more than one program, or a suite of programs, provided there is seamless integration and cross functionality of all programs.

- All MIS must meet Federal Transit Administration (FTA) best practices.
- Customizable access levels by employee.
- Ability to upload and attach scanned documents and pictures to records.
- Entry screens and reports must capture substantially the same information as existing MIS (find examples in Attachment C).

3.0.2 Administrative Information System

- Dispatch Log: Entry and Reporting of Dispatch Logs. Content must be searchable by field and keyword. Must be able to review and print all logs.
- Incident Notification: Entry and Reporting of Incident Notifications with automated, user defined, email distribution list. Content must be searchable by field and keyword. Ability to add information later as a modification, or similar.
- Employee Incident: Entry and Reporting of Employee Incidents with automated, user defined, email distribution list. Content must be searchable by field and keyword.
- Employee Injury/Conflict: Confidential version of the Employee Incident entry form with a minimal distribution list.
- Operations Incident: Entry and Reporting of Operations Incidents (i.e., attendance) with automated, user defined, email distribution list. Content must be searchable by field and keyword.
- Customer Comment: Entry and Reporting of Customer Comments/Complaints/Commendations with automated, user defined, email distribution list. Content must be searchable by field and keyword. Must have modification options to include investigatory information and the ability to close a comment after it has been resolved.
- Bus Exchange/Roadcall: Entry and Reporting of Bus Exchange/Roadcalls with automated, user defined, email distribution list. Content must be searchable by field and keyword. Content must interface with Maintenance Information System.
- Delay Notification: Entry and Reporting of Delay Notifications with automated, user defined, email distribution list. Content must be searchable by field and keyword.
- Reasonable Accommodation Record: Entry and Reporting of Reasonable Accommodations with automated, user defined, email distribution list. Content must be searchable by field and keyword.

3.0.3 Fixed Route and Paratransit Information Systems

The fixed route information system shall collect the miles and hours associated with operating TTD's fixed route services and import data from TTD's Genfare GFI system.

- Reports shall be customizable with an ability to create graphs and PDF files
- Dashboard views shall be available for users to quickly identify service trends.
- Users will enter data daily from driver manifests. The fixed route information system shall compare the daily entries against the printed schedule to identify any occurrences where the entry is 5% more or less than the scheduled service (miles and hours). A weekly report should be generated by the MIS to alert TTD to any discrepancies. The fixed route information system shall allow for

correction and/or entering comments regarding the discrepancy. A monthly report must be generated by the MIS to alert TTD of remaining errors before closing the month.

- The fixed route information system shall identify and flag for review any overlaps where a vehicle is on two routes at the same time. A report must be available to run at the end of the day to see what runs are missing (e.g., Typical Day report).
- The fixed route information system shall import data from TTD's Genfare GFI system at least four times per day for comparison with the fixed route data to identify if any Operator may have logged into the wrong route.
- Custom reports include, but are not limited:
 - Specific passenger counts denoted by a specific key or combination of keys on the farebox or entries from the manifest
 - Ridership by hour

3.0.4 Maintenance Information System

The maintenance information system collects a variety of information related to the maintenance of the vehicles.

- Reports shall be customizable.
- Dashboard views shall be available for users to quickly identify maintenance trends.
- A Work Order entry screen that integrates with TTD's Parts & Inventory MIS and tracks professional services, parts and labor by employee.
- Automatically generate Work Orders for required PM intervals by bus.
- Automatically generate Work Orders for safety inspections by bus.
- A mileage entry screen where each bus's mileage can be recorded.
- Hubodometer replacement tracking that cross references with mileage reports.
- A fuel entry screen that will record bus number, fuel type, gallons or Gas Gallon Equivalent (GGE), as well as mileage. Report shall calculate average miles per gallon for each bus, for each user defined sub-fleet, and by fuel type. Report shall also note total fuel used between two dates by bus, each user defined sub-fleet, and by fuel type.
- Bus available dashboard for Dispatch to see which fleet is available for assignment.
- Vehicles out of service dashboard detailing every vehicle out of service, why it is out of service, and how long it has been out of service, and when it is expected to return to service.
- A Bus Washing tracking form shall be included to track the service date, bus number, employee number, and description of work completed with a comments section where the employee can note defects.

- Robust reporting options for all subsections of the Maintenance Information System.

3.0.5 Facilities & Equipment Information System

The facilities & equipment information system collects a variety of information related to the maintenance of the facilities.

- Reports shall be customizable.
- Dashboard views shall be available for users to quickly identify facilities & equipment maintenance trends.
- A Work Order entry screen that integrates with TTD's Capital Asset MIS and tracks professional services, parts, and labor by employee.
- Automatically generate Work Orders for required PM intervals by bus.
- Automatically generate Work Orders for safety inspections by bus.
- Track cores and warranty items with warranty items flagged on parts orders and work orders
- Robust reporting options for all subsections of the facilities & equipment information System.

3.0.6 Parts & Inventory Management Information System

This MIS collects a variety of information related to the parts & inventory and interfaces with Microsoft Dynamics NAV 2009 R2 Version 6.00.04.04; Build 32012 (NAV).

- Order, receive, and issue parts to Work Orders based on first in, first out (FIFO) principles.
- A physical inventory process including a report that details how long parts on the shelf
- Inventory movement report by part
- A cycle count inventory
- Reconciliation
- Track cores and warranty items with warranty items flagged on parts orders and work orders
- Process to return unused parts
- Reports shall be customizable
- Dashboard views will be made available for the user to quickly identify trends in the department

3.0.7 Capital Asset Management Information System

This MIS works in conjunction with the maintenance, facilities & equipment, and parts & inventory MIS to satisfy the tracking and reporting requirements of FTA's Capital Asset Management system.

- Tracks all TTD assets
- Uses other MIS to inform and support the TERM condition rating of assets
- Tracks useful life of each asset
- Records PM history of each asset to demonstrate Satisfactory Continuing Control
- A physical inventory process of all non-part assets
- Reports shall be customizable
- Dashboard views will be made available for the user to quickly identify trends in the department

3.0.8 Planning Information System

- Dashboard views will be made available for the user to quickly identify trends in the department
- Revenue collection report by route, day, and time
- Report that distinguishes between a data transfer and a data transfer with a cash drop
- Reconciliation of revenue to actual deposits
- Tracking of Genfare GFI vault details (time/date opened, time/date dropped, time/date replaced)

3.0.9 National Transit Database Information System

- All A-30 Forms
- All A-35 Forms
- All S-10 Forms for all modes
- Form R-20

3.0.10 Customization

Management Information Systems shall have customizable reports and the ability to add new features and data streams as data generators are added to the operation. Historical data from the current MIS should be uploaded to the new MIS to ensure aggregated reporting.

3.3 Deliverables

The following deliverables are required for this project:

3.3.1 Management Information Systems Development 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. This deliverable also includes importing and configuring existing data.

3.3.2 Testing and Verification of Functionality

Firm shall submit for approval evidence of testing and verification that all reports function as advertised to the satisfaction of TTD. Verification shall demonstrate the functionality of all features described in Section 3.0 Scope of Work.

3.3.3 Launch and Warranty Support

Firm shall deliver a fully functional MIS to the satisfaction of TTD. Firm shall support the MIS to correct any errors, address any limited functionality, and remedy any flaws within the first year of use.

3.3.4 Contract Term

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

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 25, 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 Management Information Systems 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. PDT on April 11, 2019. Questions and/or requests for clarifications may be submitted in writing via email to:

George Fink, Transit System Program 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 15, 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 a fully completed proposal sheets 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 creating website sites 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

PROPOSED SCHEDULE

<u>Task</u>	<u>Date Anticipated</u>
Development	_____
Testing	_____
Launch	_____

PRICE PROPOSAL

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Annual Fee	\$	\$	\$	\$	\$
On-Site Support Fee	\$	\$	\$	\$	\$
Customization Fee	\$	\$	\$	\$	\$
Hardware Costs	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$

Acknowledged by: _____

Date: _____



**AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND**

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2019 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and _____, a _____ ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.

C. District has authority to enter into this Agreement and the District's General Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is shall not extend beyond March 22, 2019.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and

disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement.

Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 12. NONDISCRIMINATION.

Contractor 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 Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the General Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the General Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the General Manager or unless requested by the

District Attorney of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY DISTRICT.

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: _____

To Contractor: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the General Manager or his or her designated representative. The General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the General Manager's contracting authority under District's ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the District's ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" 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.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

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 Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No

statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

TAHOE TRANSPORTATION DISTRICT

Carl Hasty
District Manager

ATTEST:

Judi Allen
Clerk of the Board

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "A"
SCOPE OF SERVICES

DRAFT

EXHIBIT "B"
COMPENSATION

EXHIBIT "C" INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

Only the following “marked” requirements are applicable:

X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the District.

X **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

_____ Professional Liability Insurance: Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor's insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "D"
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 Contractor 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 Contractor 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 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.
 - b. 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.
 - c. 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 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 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.

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 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.
- 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 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.
- iii. 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.

- c. 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.

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 %. A separate 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 Agreement. 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 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. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor 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 Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.
- e. The Contractor 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 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 District.

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

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those

listed directly or by reference in the Master Agreement between District 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 Agreement.

7. No Obligation By The Federal Government

- a. The District and Contractor 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, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. 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.
- c. By signing this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SAMPLE REPORTS & ENTRY SCREENS

CUSTOMER COMMENT FORM

Date Reported:

Time Reported:

Incident Date:

Incident Time:

Bus: 

Route: 

Mode: 

Driver's Name: 

Location:

Comment Type: Complaint
 Comment
 Commendation

Related To: Driver
 Vehicle
 Bus Stop
 Title VI
 ADA
 Other

Category: 

Comment Description:

Initial Response:

Caller Name:

Address:

City, State:

Zip Code:

Phone Number:

E-Mail:

Response Requested: Yes No

Respond By:

Print

Click To Print this page before Submitting!

Submit



REASONABLE MODIFICATION FORM

Date:

Time:

Bus:

Route:

Mode:

Driver's Name:

General Category:

Able to Accommodate: Yes No

If No:

Description of Request:

Accommodation or Reason Not Able to Accommodate:

Passenger Name:

Address:

City, State:

Zip Code:

Phone Number:

Submit

Print Click To Print this page before Submitting!

FIXED ROUTE ENTRY

Service Date:

Operator:

Route:

March 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Strip:

Bus:

HOURS

Leave Yard Time:

In Service Time:

Out of Service Time:

Return to Yard Time:

Leave for Lunch #1:

Return from Lunch #1:

Leave for Lunch #2:

Return from Lunch #2:

Return to Yard Odometer:

In Service Odometer:

Out of Service Odometer:

Return to Yard Odometer:

Kelly Ridge Ridership:

TOTALS

Revenue Miles:

Total Miles:

Sched Revenue Miles:

Sched Total Miles:



RIDERSHIP, VSH & VSM BY ROUTE

Period Beginning: 01-Jan-2019

Period Ending: 31-Jan-2019

Route	Ridership	Vehicle Service Hours	Non-Service Hours	Vehicle Service Miles	Non-Service Miles	Farebox Revenue
Commuter						
18	44	75.2	35.3	1,237	93	\$47.20
19	972	274.2	83.4	6,921	2,243	\$1,704.79
22	2,092	366.4	62.6	8,740	876	\$3,156.64
	<u>3,109</u>	<u>715.8</u>	<u>181.3</u>	<u>16,898</u>	<u>3,212</u>	<u>\$4,908.63</u>
Non-Seasonal						
23	793	227.3	34.9	2,713	506	\$2,271.56
50	15,059	688.3	62.0	9,450	115	\$19,409.13
55	6,534	701.2	23.4	7,830	62	\$9,073.45
	<u>22,387</u>	<u>1,616.9</u>	<u>120.3</u>	<u>19,993</u>	<u>683</u>	<u>\$30,754.14</u>
Demand Response						
On Call	1,475	521.6	54.2	6,420	758	\$2,474.73
	<u>1,475</u>	<u>521.6</u>	<u>54.2</u>	<u>6,420</u>	<u>758</u>	<u>\$2,474.73</u>
Totals	<u>26,971</u>	<u>2,854.4</u>	<u>355.9</u>	<u>43,311</u>	<u>4,653</u>	<u>\$38,137.50</u>
	Weekday	2,155.4	268.8	32,775	3,484	\$29,584.93
	Saturday	347.1	43.3	5,171	567	\$3,899.98
	Sunday	351.9	43.9	5,365	602	\$4,652.59

Route 50	Quarter				Quarter				Quarter				Quarter				YTD
	Jul-17	Aug-17	Sep-17	Qtr Total	Oct-17	Nov-17	Dec-17	Qtr Total	Jan-18	Feb-18	Mar-18	Qtr Total	Apr-18	May-18	Jun-18	Qtr Total	
GPI Ridership	13,211	13,086	11,348	37,645	10,573	10,789	14,741	36,103	15,769	13,176	12,905	41,850	11,207	10,551	11,804	33,562	149,160
Weekday Ridership	9,570	10,360	8,205	28,135	7,923	8,314	10,533	26,770	12,196	9,864	9,574	31,635	8,363	8,303	8,783	25,449	111,990
Saturday Ridership	2,053	1,544	1,845	5,442	1,383	1,427	2,283	5,093	1,894	1,848	1,968	5,709	1,426	1,307	1,822	4,556	20,800
Sunday Ridership	1,764	1,367	1,513	4,645	1,438	1,178	2,071	4,687	1,813	1,572	1,564	4,950	1,576	1,167	1,395	4,137	18,418
Adjusted Ridership	13,387	13,272	11,563	38,222	10,744	10,919	14,887	36,550	15,903	13,284	13,107	42,293	11,365	10,777	12,000	34,142	151,208
Weekday Revenue Hours	383.2	419.7	383.6	1,186.4	400.5	400.3	379.6	1,180.4	418.7	361.5	399.8	1,180.0	380.0	414.9	379.4	1,174.3	4,721.1
Saturday Revenue Hours	93.4	73.7	91.9	259.0	73.1	72.7	90.4	236.2	73.0	72.6	92.3	238.0	72.3	72.0	90.7	235.0	968.2
Sunday Revenue Hours	91.0	71.9	72.7	235.6	90.8	72.7	96.7	260.2	72.1	72.6	72.6	217.3	90.2	72.6	71.9	234.8	948.0
Total Revenue Hours	567.5	565.3	548.2	1,681.0	564.4	545.7	566.7	1,676.8	563.8	506.8	564.7	1,635.3	542.6	559.5	542.0	1,644.1	6,637.3
Weekday Total Hours	392.3	429.4	392.5	1,214.1	409.9	410.1	389.9	1,209.9	428.9	370.8	413.6	1,213.3	390.9	430.7	392.3	1,214.0	4,851.4
Saturday Total Hours	95.5	75.2	93.9	264.6	75.3	74.5	92.5	242.3	74.7	74.6	95.6	244.9	75.9	75.0	94.5	245.5	997.3
Sunday Total Hours	93.2	73.5	74.4	241.2	93.1	74.2	99.3	266.6	74.4	74.4	76.0	224.8	94.7	75.2	74.3	244.1	976.7
Total Hours	581.0	578.2	560.8	1,719.9	578.2	558.8	581.7	1,718.8	578.1	519.8	585.2	1,683.0	561.5	581.0	561.1	1,703.6	6,825.4
Weekday Revenue Miles	4,796	5,378	4,982	15,156	5,290	5,363	5,104	15,757	5,666	4,807	5,372	15,845	5,372	5,780	5,082	16,234	62,992
Saturday Revenue Miles	1,087	878	1,160	3,125	943	989	1,203	3,135	969	965	1,183	3,117	1,016	1,015	1,179	3,210	12,587
Sunday Revenue Miles	1,153	921	967	3,041	1,221	963	1,262	3,446	964	972	991	2,927	1,289	1,007	981	3,277	12,691
Total Revenue Miles	7,036	7,177	7,109	21,322	7,454	7,315	7,569	22,338	7,599	6,744	7,546	21,889	7,677	7,802	7,242	22,721	88,270
Weekday Total Miles	4,826	5,416	5,022	15,264	5,325	5,413	5,134	15,872	5,704	4,838	5,425	15,967	5,421	5,830	5,140	16,391	63,494
Saturday Total Miles	1,093	884	1,165	3,142	948	992	1,208	3,148	973	969	1,195	3,137	1,028	1,023	1,193	3,244	12,671
Sunday Total Miles	1,158	925	970	3,053	1,227	969	1,274	3,470	969	988	999	2,956	1,304	1,016	989	3,309	12,788
Total Miles	7,077	7,225	7,157	21,459	7,500	7,374	7,616	22,490	7,646	6,795	7,619	22,060	7,753	7,869	7,322	22,944	88,953
# Operating Weekdays	21	23	21	65	22	22	21	65	23	20	22	65	21	23	21	65	260
# Operating Saturdays	5	4	5	14	4	4	5	13	4	4	5	13	4	4	5	13	53
# Operating Sundays	5	4	4	13	5	4	5	14	4	4	4	12	5	4	4	13	52
# Total Operating Days	31	31	30	92	31	30	31	92	31	28	31	90	30	31	30	91	365
Avg Weekday Ridership	455.7	450.4	390.7	432.9	360.1	377.9	501.6	411.8	530.3	493.2	435.2	486.7	398.2	361.0	418.2	391.5	430.7
Avg Saturday Ridership	410.7	386.0	369.0	388.7	345.7	356.7	456.7	391.8	473.4	461.9	393.5	439.2	356.6	326.8	364.4	350.4	392.4
Avg Sunday Ridership	352.8	341.9	378.3	357.3%	287.6	294.4	414.2	334.8%	453.3	392.9	391.1	412.5%	315.2	291.7	348.7	318.3%	354.2%
Avg Daily Ridership	431.8	428.1	385.4	415.5	346.6	364.0	480.2	397.3	513.0	474.4	422.8	469.9	378.8	347.7	400.0	375.2	414.3
Wkday Ridership/Rev Hr	25.0	24.7	21.4	23.7	19.8	20.8	27.7	22.7	29.1	27.3	23.9	26.8	22.0	20.0	23.1	21.7	23.7
Sat Ridership/Rev Hr	22.0	21.0	20.1	21.0	18.9	19.6	25.3	21.6	25.9	25.4	21.3	24.0	19.7	18.2	20.1	19.4	21.5
Sun Ridership/Rev Hr	19.4	19.0	20.8	19.7	15.8	16.2	21.4	18.0	25.2	21.6	21.5	22.8	17.5	16.1	19.4	17.6	19.4
Avg Weekday Rev Hours	18.2	18.2	18.3	18.3	18.2	18.2	18.1	18.2	18.2	18.1	18.2	18.2	18.1	18.0	18.1	18.1	18.2
Avg Saturday Rev Hours	18.7	18.4	18.4	18.5	18.3	18.2	18.1	18.2	18.3	18.2	18.5	18.3	18.1	18.0	18.1	18.1	18.3
Avg Sunday Rev Hours	18.2	18.0	18.2	18.1	18.2	18.2	19.3	18.6	18.0	18.2	18.1	18.1	18.0	18.2	18.0	18.1	18.2
Avg Weekday Rev Miles	228	234	237	233	240	244	243	242	246	240	244	244	256	251	242	250	242
Avg Saturday Rev Miles	217	220	232	223	236	247	241	241	242	241	237	240	254	254	236	247	237
Avg Sunday Rev Miles	231	230	242	234	244	241	252	246	241	243	248	244	258	252	245	252	244