

# REQUEST FOR PROPOSALS

## Public Transit Provider For Hall County, Nebraska

### A. BACKGROUND

Hall County, Nebraska is soliciting proposals from qualified agencies to provide operations and service management for demand-response public transit service in the rural area of Hall County, Nebraska. The contractor selected as a result of this proposal will operate rural transit services, and enter a contract with Hall County, Nebraska.

It is Hall County's intent to retain a contractor to operate and administer a demand-response transit service such that nothing remains to be purchased, provided, or supplied by the County, other than what is noted in this proposal. It is the County's intent to enter into a three (3) year agreement with the selected contractor. The agreement resulting from this proposal may be renewed for two (2) additional years in one (1) year increments, culminating in the possibility of five (5) total years in operation. Adjustments in the reimbursement rate to the Contractor may be negotiated in the event that there is a change to the service being provided. The services provided with this proposal will be according to the following schedule:

Year 1: Start-Up – October 1, 2023 - December 30, 2023

Year 1: Operations – January 2, 2024 – September 30, 2024

Year 2: October 1, 2024 – September 30, 2025

Year 3: October 1, 2025 – September 30, 2026

“Year 1: Start-Up” is the time period allotted for the transit provider to hire staff, and acquire necessary equipment for operations, without actually operating the service. For a full list of all equipment provided see Section B4.

The County will award an agreement to the most responsible and responsive proposer, based upon the evaluation of the County in coordination with the City of Grand Island, and approval by County Board of Commissioners.

Award of an agreement does not guarantee any number of rides for the duration of said agreement.

This Request for Proposal (RFP) does not commit the County to awarding a Transit Provider Agreement. Proposers shall bear all costs incurred in the preparation of the proposal and participating in the proposal process. The County reserves the right to withdraw the RFP at any time, reject any and all proposals, to waive technicalities, in its sole discretion to accept a proposal or proposals, and waive minor irregularities or negotiate changes to the proposals whenever such is determined to be in the best interest of the County. The County further reserves the right to seek new proposals when reasonable and in the best interest of the County.

**A1. Statement of Financial Assistance:** Funding for Hall County’s public transit service may include Federal Transit Administration 5311 funds, County funding, and service fares. There are various clauses and requirements, as part of these funding programs.

## B. SCOPE OF PROJECT

**B1. Hours of Operation:** Hall County provides a demand response public transit service under the following parameters:

- Office Days and Hours:

Monday through Friday, 7:00 am – 5:30 pm

- Bus Operating Days and Hours:

Monday through Friday, First Pick-up - 6:00 am/Last Pick-up - 5:30 pm

Seven holidays are observed when service is not available.

New Year’s Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

In the event of a snow or weather emergency, transit service will not be available if any rural Hall County public schools (including Centura Public School, as the primarily serve Hall County residents) are closed due to weather conditions. This does not include if the public schools close for temperature, only inclement weather which makes transportation dangerous. The transit provider must develop an approval process for cancelation, to be approved by the County for the days which inclement weather occurs on a day which public schools are not in session. In the event of multi-day snow or ice issues, the contractor shall work with the County to identify if service needs to be limited to snow emergency routes until safer travel is deemed possible.

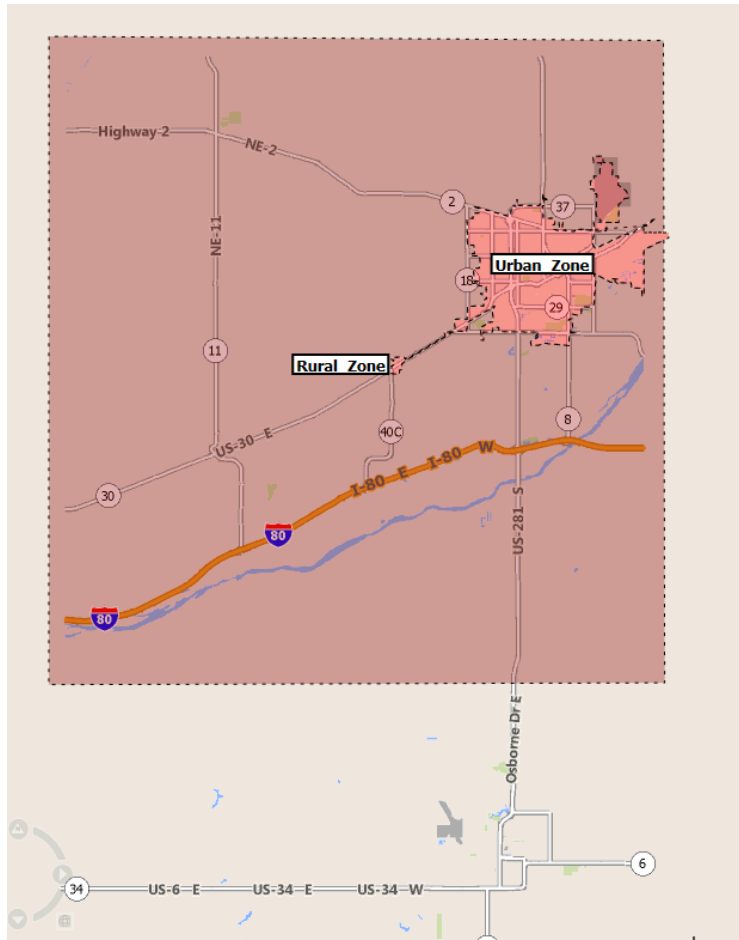
Hall County strives to improve the quality of life for residents, particularly those unable to drive or without access to transportation, by providing a reliable demand-response service to help meet their needs. For this reason the Hall County will provide the service in an efficient and cost effective manner, while serving as many residents as possible. Fares are currently \$2.00 for a one-way trip. The County reserves the option to reevaluate the fare level.

The transit provider is responsible for creating and implementing a Transit Employee Manual, Financial Policies and Procedures, and a Passenger Handbook. The Passenger Handbook must outline policies for enacting minimum age for ridership without an accompanied adult; which is *twelve (12) years of age*. The transit provider may enact a child ridership policy for younger riders if the transit provider has the staff and capacity to do so.

**B2. Service Area Description:** Hall County is located in the south-central area of Nebraska along the I-80 corridor. Hall County is a growing and currently has a rural population of approximately 9,000 residents. Population forecasts indicate that a healthy pace of continued growth is expected. Geographically, the County encompasses approximately five-hundred and fifty-two (552) square miles.

Note the service area covered in this RFP includes entering into the Urbanized Area of Grand Island. The service area is depicted in Figure B1. The transit provider will be responsible for providing trips to rural passengers into and out of the Urbanized area of Grand Island, as long as the trip originates and terminates in the Rural Zone. Additionally, rural riders may make urban only trip legs off of the original rural trips.

**Figure B1 – County Map**



**B3. Levels of Service:** Hall County is interested in continuing to provide a stable and reliable demand response public transit service consistent with available funding. Based on the latest operating information, the County would like to maintain a similar level of service growth. The County is estimating 4,000 to 5,000 passenger trips and 35,000 revenue miles for the 2025 Fiscal year. The County is also estimating service increasing 5-7% annually. (Data Source: Actual Ridership)

Term	Time Period	Ridership	Revenue Miles
<b>Year 1 Start - Up</b>	October 1, 2023- December 30, 2023	0	0
<b>Year 1 Operations</b>	January 2, 2024 – September 30, 2024	4,000-5,000	35,000
<b>Year 2</b>	October 1, 2024 –	4,280 – 5,350	37,450

	September 30, 2025		
<b>Year 3</b>	October 1, 2025 – September 30, 2026	4,580 – 5,275	40,000

**B4. Service Provision Responsibilities:** Successful proposer(s) will be responsible for providing all necessary management, drivers, maintenance, office equipment, supplies and services required in the operation of transportation services identified in this RFP unless specifically indicated as to be furnished by the County. The fleet of buses currently being used to provide public transit services will be available for use by the contracted transit provider to provide service within the Grand Island Urbanized Area and Hall County, Nebraska. Table B4 - Vehicle Inventory shows a description of the vehicles provided for public transportation.

**Table B4 – Vehicle Inventory**

Description		Vehicle Age	Seating Capacity	Lift or Ramp
Senator II Small Bus	2014	9	14	Lift
Senator II Small Bus	2015	8	14	Lift
Senator II Small Bus	2015	8	14	Lift

Hall County is responsible for replacing aging vehicles within the service fleet and is responsible for the adoption of policies, ensuring the quality of service provided, establishment of fares and levels of service, and reporting in accordance with the Federal Transit Administration (FTA) and Nebraska Department of Transportation (NDOT) regulations. The contractor has primary responsibility for the service including but not limited to: data collection, National Transit Database (NTD) Reporting, safety oversight, maintenance, and operations.

The transit provider will be responsible for delivery of assigned service (trips). Provider may not refuse to perform any service (trips) designed to be delivered through this agreement or refuse to provide the service (or any portion thereof) without authorization by Hall County.

The transit provider will enter specified contracts, as outlined by the State of Nebraska, with Non-Emergency Medical Providers (NEMT.) The transit provider may select these NEMT providers.

If the transit provider does not currently operate a trip-scheduling software, the State of Nebraska will provide one with the cost being covered by the State of Nebraska or Hall County.

Use of office space and location of operations will be determined at the time of contract negotiation.

**B5. Personnel:** The successful transit provider will provide qualified and trained part-time and full-time personnel necessary to perform transportation services during the hours indicated in B1. All personnel costs are the responsibility of the transit provider and must be included in the proposal cost (see Appendix I). The transit provider is responsible for all computer and IT needs of the personnel.

**B6. Other Costs:** The successful transit provider will be responsible for the following costs associated with the operation of the transit program:

- Supervision and management of drivers and other personnel; and
- Vehicle fuel, maintenance and repairs, cleaning and other related costs; and
- Office supplies and other consumable materials; and
- Insurance requirements as outlined in B9; and
- Miscellaneous costs, such as travel and training; and
- Financial management of purchase of services agreement; and
- The cost of any license or permit that may be required; and
- Monthly radio user/subscriber fees or any lease agreements the transit provider may require; and
- The cost of drug and alcohol testing as per FTA and NDOT requirements; and
- All other overhead costs; and
- Any other costs necessary to successfully perform the required transportation functions.

All of the aforementioned costs are the sole responsibility of the successful transit provider and must be included in the proposal cost.

**B7. Performance Standards:** The transit provider must thoroughly examine and will be held responsible for the reading of the entire Agreement (Attachment I.) A transit provider's failure to acquaint itself with said document before submission of a proposal will not be a basis for disputing any action once under agreement with the County.

**B8. Insurance:** The successful transit provider shall purchase and maintain continuously, throughout the entire term of the Transit Provider Agreement, insurance coverage meeting all of the following requirements:

Service Related:

1. Obtain and maintain for the applicable agreement term insurance on each vehicle against all risks of loss or damage in an amount not less than the replacement cost of the vehicles, without deductible and without co-insurance,
2. Obtain and maintain for the applicable agreement term, comprehensive liability insurance covering personal injury of at least \$1,000,000 per person and property damage of at least \$1,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to County. Provider shall designate County, as their interests may appear, as loss payee on property insurance, and shall designate County additional insureds on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to County of certificates evidencing such insurance in effect through the agreement term identifying the vehicle identification number of each vehicle, as applicable, along with, if requested by County, evidence satisfactory to County, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to County before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect County's right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to County of (1) loss, theft, or destruction of any vehicle, (2) any damage to any vehicle exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any vehicle. In the event of damage to or loss or destruction of a vehicle (or any component thereof), Provider shall, at the option of County, (a) promptly place such vehicle in good repair, condition and working order, or (b) replace the vehicle with a vehicle in good repair, condition and

working order, acceptable to County, and shall transfer clear title to such vehicle to the entity, County, holding title to the vehicle damaged, lost, or destroyed, whereupon such vehicle shall be subject to the applicable agreement term. Liability coverage shall include coverage for loading and unloading passengers.

**B9. Management:** The successful transit provider shall provide qualified management to oversee the operation of transit services. The level of management shall be sufficient to ensure the successful operation of the transit program. Management shall immediately notify the County of any problems that may prevent successful operation of the transit program. The transit provider will work directly with the State of Nebraska on Hall County's behalf for obtaining Section 5311 Rural Transit Funding and doing drawdowns. The transit provider will also make use of amenities the State provides such as Title VI assistance and Drug & Alcohol testing. The transit provider shall also present a quarterly financial report to the Hall County Board of Commissioners.

**B10. Internal and External Communications:** While all personnel must be properly and adequately trained to deliver services required by this agreement, there is no substitute for clear and concise internal communication. This is particularly true between management, drivers and dispatchers. While good working knowledge of local geography is critical to all aspects of this service, the relaying of critical rider information between drivers and dispatchers/supervisors is vital to good service for transit riders. Direct two-way communication between vehicles and the dispatch office will be required at all times when vehicles are operating on behalf of the County under any agreement.

**B11. Program Administration and Oversight:** The County has overall responsibility for administration and oversight of the transit program. No guarantees or minimums in trip volume will be made as part of any agreement. The transit provider will interact with the State of Nebraska on behalf of the County by implementing required policies/procedures and obtaining program reimbursement directly from the State of Nebraska. The transit provider will also report to the Hall County Board of Commissioners quarterly on said activities.

**B12. Special Surveys:** Transit provider agrees to cooperate and participate as required by the County with any surveys the City may undertake with regard to services provided under this agreement. Such survey may include providing certain data in electronic or other format for purposes of conducting rider or driver surveys.

**B13. Fair Employment Practices:** Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

**B14. LB403:** Every proposer and their subcontractors who are awarded an agreement by the County for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**B15. County Fiscal Year:** Hall County operates on a fiscal year beginning July 1 and ending on the following June 30. It is understood and agreed that any portion of the agreement to be awarded, which will be performed in a future fiscal year is contingent upon the Hall County Board of Commissioners adopting budget statements and appropriations sufficient to fund such performance.

**B16. Title VI:** Hall County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to

such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**B17. Section 504/ADA Notice to the Public:** Hall County does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. Hall County also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

Marla Conley, Hall County Clerk  
308-385-5080  
121 South Pine Street  
Grand Island, NE 68801  
Office Hours: 8:30 A.M.-5:00 P.M. Monday-Friday excluding holidays

**B18. Disadvantaged Business Enterprise** Hall County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any agreement covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

The State of Nebraska has an established Disadvantaged Business Enterprise (DBE) Plan. In administering this Plan, the County will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals of a particular race, color, sex, or national origin.

A DBE goal has been set by the State of Nebraska. Transit providers are encouraged to submit qualifications for this Request for Proposals with DBE participation. DBE firms must be certified by NDOT in order to be counted as DBE participation.

## C. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

**C1. Acceptance of Proposals:** Hall County reserves the right to accept or reject any or all proposals or to re-solicit proposals. Hall County reserves the right to reject an incomplete proposal or any proposal that contains irregularities of any kind. Hall County reserves the right to withdraw the Request for Proposals at any time for any reason. Receipt of a proposal from a firm, agency or individual by the Hall County neither confers rights upon the proposer nor obligates the County in any manner.

**C2. Qualification Package:** The proposer must possess proven expertise and experience in the provision of transit services comparable to those outlined in this RFP. Such expertise may be proven by submitting the following, which shall not be longer than three (3) single sided type written pages in 12 point font.

### ***C2.A Qualifications and Experience***

1. Proposer Qualifications and Experience. Provide the following information:

- Number of years the proposer has operated transit services.
- Type(s) of transit service provided, levels of service to include annual number of miles and number of passengers served, description of service area with population figures, number, make and model type(s) of vehicles used to provide the service, and number of wheelchair accessible vehicles.
- List all transit operation agreements the proposer currently has and has had in the past five (5) years, with both public and private transportation systems. Provide the following information for each agreement:
  - Name of organization
  - Description of specific services provided
  - Contact name, address and telephone number
  - Agreement price and origination date
  - Duration of agreement
  - Performing service as a prime or subcontractor
- Describe in detail any present or anticipated commitments and/or contractual obligations that may have an influence on the capabilities of the proposer to perform work called for in this proposal.
- List any transit related awards and recognition received in the past five (5) years.
- Describe any transit innovations, cost saving initiatives, etc. which have been implemented on projects.
- Examples of marketing strategies and outreach strategies undertaken in the past three (3) years.
- Description of approach to be used to determine passenger satisfaction.
- List and discuss any compliance issues in the past five (5) years that have caused the proposer to suspend service or have Local, State, or Federal funding revoked.
- Describe in detail any litigation the proposer is currently involved in which has or may have an impact on the proposer's ability to perform any work called for in this proposal.
- Statement whether or not proposer or its predecessors or its principals are or have been involved in bankruptcy and/or reorganization proceedings. If so, provide details.

### **C3. Additional Required Attachments**

- Audited corporate financial statement for three (3) fiscal years most recently audited.
- Job descriptions for all positions to be funded by this proposal and the number of employees in each position.
- A one page chart (up to 8.5x11 in size) showing the organizational structure proposed with key staff identified.
- A resume for the individuals who spend at least 50% of their work time overseeing or directly managing transit operations. Resumes shall be no more than two (2) single side, 12-point font pages.
- A list of names, addresses and affiliation of all current Board of Directors.
- A Drug-Free Workplace Policy.
- A copy of the proposer's most recent IRS 501(c) 3 letter (if applicable). If the firm is exempt as a local affiliate of a national organization, attach certification of membership.
- The firm's valid IRS Form 990.
- Certification Regarding Non-collusion (Appendix II.)
- Certification Regarding Lobbying (Appendix III.)



- Certification Regarding Debarment, Suspension and Other Responsibility Matters (Appendix IV.)
- Documentation of active System for Award Management (SAM) registration.
- Written Acknowledgement of Published Addenda

**C4. Evaluation of Proposals:** Proposals will be evaluated by Hall County in coordination with the City of Grand Island, and all Transit Service Agreement awards will be approved by the Hall County Board of Commissioners. Hall County will award the Transit Provider Agreement to the most responsible and responsive proposer whose proposal is determined to be in the best interest of the County, taking into consideration the following weighted evaluation factors:

- Potential compatibility with requirements as specified in this Request for Proposals (30 points);
- Proposer's past experience in providing specified public transit services (preferably to small community transit programs) (30 points);
- Total purchase of services agreement price (30 points); and
- Quality and completeness of the proposer's response to the Request for Proposals (10 points).

**C5. Interviews:** Hall County reserves the right to, but is not obligated to, request and require that some or all proposers participate in interviews at dates and times to be determined. No proposer will be allowed or entitled to be in attendance at the interview of any other proposer. Hall County reserves the right to limit interviews to the top two (2) or three (3) proposers. All proposers who are invited to participate in an interview will be asked a series of questions related to operation and administration of service. The questions will serve solely to clarify any questions RFP reviewers may have related to the interviewee's proposal. The interviews will serve to acquire additional information about the submitted proposal, and will not be a separate evaluation factor related to proposal selection.

## D. PROPOSAL SUBMITTAL

Documents for use in preparing submittals may be found on the home page of the Hall County Website, [hallcountyne.gov](http://hallcountyne.gov)

Proposers must submit one signed original and seven (7) copies of their proposals by 5:00 pm CST on Monday, July 3rd, 2023, in a sealed envelope, with the outside of the envelope clearly marked as follows "**Transit Provider Proposal**". The order of items in the proposals shall be:

1. Proposal Form (Appendix I)
2. Qualification Package (Refer to Section C2)
3. Additional Required Attachments (Refer to Section C3)

Proposals may be hand delivered, or sent to the Hall County Clerk's Office through U.S. Mail or other available courier service. Faxed or e-mailed proposals will not be accepted. The Proposal Form must be used and all required additional information must be attached or included. Proposals may be submitted:

In person or by mail:

Marla Conley, Hall County Clerk  
121 South Pine Street  
Grand Island, NE 68801

Proposals received after the deadline designated in this Request for Proposals will not be considered and will be returned unopened to the proposer.

Proposals will be publicly opened and read at 10:00 am CST on Tuesday, July 5th, 2023 in the Hall County Board of Commissioners room, 121 South Pine Street, Grand Island, Nebraska 68801 Proposals will be examined and evaluated by Hall County in coordination with City of Grand Island staff based on the criteria listed in Section C4 of this Request for Proposals.

**D1. Schedule:** The following is the schedule for the solicitation, agreement award, and start-up. This schedule is subject to change.

- Deadline for Submitting Written Questions: 5:00 pm CST, June 19, 2023
- Responses to Questions Answered by: June 27, 2023
- Proposal Due: 5:00 pm CST, July 3, 2023
- Review Proposals: July 5, 2023 – July 31, 2023
- Potential Interviews: July 24, 2023 – July 31, 2023
- Notification of Selection: August 15, 2023
- Contract Negotiation: August 15, 2023 – September 1, 2023
- Agreement Award to Appear Before County Board: September 12, 2023
- Issue Notice to Proceed (transit provider may incur expenses): September 13, 2023
- Start-up Phase: October 1, 2023 – December 29, 2023
- First day of Operations: January 2, 2024

Questions concerning the Request for Proposal process should be directed in writing to:

Scott Sorensen  
Hall County Board of Commissioners  
121 South Pine Street  
Grand Island, NE 68801

Or by email:

[scotts@hallcountyne.gov](mailto:scotts@hallcountyne.gov)

**D2. Addendum:** If after issuance of this RFP, but before the time set for review of such, it becomes necessary to make changes in quantities, specifications, delivery schedules, opening dates, etc. or to correct or clarify a defective or ambiguous request, such changes shall be accomplished by issuance, in writing, of an addendum to this RFP. The addendum shall be sent to each potential offeror to whom the Request for Proposals has been furnished and upon request. Addendums will also be publicized on the City's website, in the QuestCDN Software. Each potential offeror shall acknowledge receipt of any addenda in their submitted proposal.

Where one (1) week or less remains, potential offerors shall be notified vial email of an extension of time. Such notification should be confirmed in the addendum.

## APPENDIX I

### ***PROPOSAL FORM***

Company/Agency Name:

Street/Mailing Address:

City/State:

Contact Person:

Telephone Number:

Fax Number:

E-Mail Address:

Tax Payer Identification Number or Social Security Number:

Type of Organization (Please Check One)

Individual     Sole Proprietorship     Partnership

Corporation     Government Entity     Not-for-Profit Corporation

Tax Exempt Organization

**PROPOSAL FORM, PAGE 2**

**PRICING PROPOSAL**

Present a pricing proposal for review. Pricing proposal will cover start-up and first three (3) years of service. If the City of Grand Island opts into fourth and fifth year of service, those prices will be negotiated at that time. See Section B3 of this document for service level assumptions. Price should include the following:

1. Personnel Cost – Gross pay, taxes, insurance, and benefits provided to employees directly involved in the implementation of transit service (drivers, dispatchers, managers with direct service responsibility etc.)
2. Fuel – Direct cost of fuel consumption. Assume \$3.50 per gallon.
3. Preventative Maintenance – Oil, parts, service for all vehicle preventative maintenance.
4. General Operating – Vehicle repairs, insurance, staff training, advertising, accounting services, printing/office supplies, bonds, etc.
5. Equipment – Any equipment purchase, which has a use of longer than one (1) year. Radios, seat replacements, restraints, operating software upgrades.
6. Fixed Fee- Audit (if combined), costs associated with shared management positions, all costs not tied directly to operations.

**START-UP: JULY 26, 2023-DECEMBER 31, 2023**

<b>Line Item</b>	<b>Price</b>
Personnel	
General Operating	
Equipment	
Fixed Fee	
<b>Start-Up Total</b>	

**YEAR ONE (1): JANUARY 1, 2024-SEPTEMBER 30, 2024**

<b>Line Item</b>	<b>Price</b>
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
<b>Year One (1) Total</b>	

**YEAR TWO (2): OCTOBER 1, 2024-SEPTEMBER 30, 2025**

<b>Line Item</b>	<b>Price</b>
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
<b>Year Two (2) Total</b>	

**YEAR THREE (3): OCTOBER 1, 2025-SEPTEMBER 30, 2026**

<b>Line Item</b>	<b>Price</b>
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
<b>Year Three (3) Total</b>	

**By signing this Proposal, the proposer signifies agreement with and acceptance of all the terms, conditions, requirements and specifications shown in the Request for Proposals and also signifies that prices for providing the requested services, and agrees to hold the prices firm for at least ninety (90) days as required in the Request for Proposals. The person signing below represents and warrants that he or she has authority to bind his or her company/agency.**

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## APPENDIX II

### **NON-COLLUSION CERTIFICATION**

TO: Hall County, NE

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on their behalf and on behalf of my firm.

I further attest that:

1. The price(s) and total amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Transit Provider, proposer or potential proposer.
2. Neither the price(s) nor the total amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.
4. This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a sub-purchase of services agreement or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

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Typed or Printed Name

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Title

---

Signature

---

Date





## APPENDIX III

### **ANTI-LOBBYING CERTIFICATION**

The undersigned Transit Provider certifies, to the best of their 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 purchase of services agreement, 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 purchase of services agreement, 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 purchase of services agreement, 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 sub-awards at all tiers (including sub-purchase of services agreements, sub-grants, and purchase of services agreements under grants, loans, and cooperative agreements) and that all sub-recipients 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 Transit Provider certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Transit Provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX IV

### **CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Transit Provider shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each agreement at any tier of \$25,000 or more, and to each agreement at any tier for a federally required audit (irrespective of the agreement amount), and to each agreement at any tier that must be approved by an FTA official irrespective of the agreement amount. As such, the Transit Provider shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by Hall County. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Hall County, the State of Nebraska or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any agreement that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Typed or Printed Name

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Title

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Signature

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Date