

**VALLEY REGIONAL TRANSIT
700 NE. 2nd STREET, SUITE 100
MERIDIAN, ID 83642**

REQUEST FOR BIDS

2018-11-14

Transit Buses

Issue Date: November 16, 2018

Proposal Due Date: January 14, 2019

RFB Number	RFB 2018-11-14
RFB Title	Transit Buses
Item Description	Valley Regional Transit (VRT) is seeking a vendor to provide up to fifteen (15) transit buses over the next five years.
Term	The initial term will be three (3) years commencing on February 4, 2019 and expiring on February 3, 2022 with an option to renew upon mutual agreement of both parties under the same terms and condition for two (2) additional one (1) year extensions.
Deadline for Submittal	Bids Due: January 14, 2019 4:00 p.m. MDT
Direct Inquiries and Send Submittals to	Vanessa Wendland, Procurements Administrator procurement@valleyregionaltransit.org 208.258.2704
Project Manager	Billy Wingfield bwingfield@valleyregionaltransit.org 208.258.2726
Format of Submittals included in Item # 4.	<ol style="list-style-type: none"> 1. Electronic bids can be sent to procurement@valleyregionaltransit.org 2. Sealed bids can be mailed to: Valley Regional Transit Attn: Vanessa Wendland, Procurement Administrator: 700 NE 2nd Street, Suite 100, Meridian, ID 83642 3. Respondents are responsible for verifying receipt by VRT of the submittals.
Clarification of Submittals	<p>During the evaluation of submittals, VRT reserves the right to the following:</p> <ul style="list-style-type: none"> • Contact any or all Bidders for additional information for clarification purposes, • Reject any bid that is not responsive or complete. • At its sole discretion, waive disqualifying errors or gain clarification of error or information.
RFB Calendar Timeline	Dates are for planning purposes only and represent the agency's desired timeline for this project. Any revision to the "Deadline for Submittals" will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

VRT is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective supplier on the basis of race, religion, color, sex, age, marital status, national origin, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful Bidder will be required to comply with all EEO federal, state, and local laws and regulations.

OFFERORS NAME: _____

**REQUEST FOR BIDS
RFB 2018-11-14
TRANSIT BUSES**

Activity	Timeline
RFB Issue Date	November 16, 2018
Pre-Bid Meeting	December 3, 2018, 2 p.m. MST Call in #: +1 (224) 501-3412 Access Code: 948-372-997
Questions Due	December 12 4:00 p.m. MST
Bids Due	January 21, 2018 4:00 p.m. MST
Submittal Review and Selection	January 22-24, 2018
Notification of Intent to Award	January 25, 2018
Notice to Proceed	February 5, 2018 / Agreement

1. BACKGROUND AND PROJECT DESCRIPTION

Valley Regional Transit (VRT) is a Regional Public Transportation Authority in southwest Idaho with a 29 member Board, made up of local and government representatives, in Ada and Canyon counties in southwestern Idaho. VRT was created as a single authority to be responsible for providing, aiding, and assisting public transportation within its two-county jurisdiction. VRT supports the fixed-route bus system, Boise GreenBike, a passenger information call center, and works with a variety of populations to provide specialized transportation to targeted populations. VRT may contract for services with public and private entities to carry out the purposes of Chapter 21 (40-2109(4)).

2. STATEMENT OF OBJECTIVE

VRT is seeking Bids from qualified vendors for heavy-duty, low-floor, and CNG-fueled transit buses. VRT is interested in purchasing the most modern advanced designed coach available, which will provide maximum passenger appeal in appearance, comfort, and safety, combined with excellence in reliability, operating characteristics, and economy of operation.

Valley Regional Transit is seeking bids for three types of transit buses:

- 30 foot, heavy duty, low floor, CNG powered transit bus.
- 35 foot, heavy duty, low floor CNG powered transit bus.
- 40 foot, heavy duty, low floor CNG powered transit bus.

Technical Specifications define requirements for a heavy duty, low floor transit bus which, by the selection of specifically identified alternative configurations, may be used for both intercountry express service and general service on urban arterial streets. It shall have a minimum expected life of 12 years or 500,000 miles whichever comes first and is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities.

2.1 General Requirements and Technical Specifications

Valley Regional Transit requests bids to acquire and deliver Transit Buses that will meet the following specifications: **Please see Attachment 1 – Part 5**

2.2 Quantities

The work under this contract consists of acquiring and delivery of:

- Initial purchase February 2019 - up to five (5) transit buses
- Purchase October 2020 – up to 2 buses
- Purchase October 2021 – up to 2 buses
- Purchase October 2022 – up to 2 buses

Extension years of contract:

- Purchase October 2023 – up to 2 buses
- Purchase October 2024 – up to 2 buses

2.3 Buy America Certification

This Contract is subject to the “Buy America” requirements of 49 United States Code (USC) §5323(j) FAST Section 3011 and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Bidders’ attention is directed to 49 CFR §661.11, “Rolling Stock Procurements.” Prospective Bidders have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Bidder shall submit to the Agency the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificate are mutually exclusive. Bidders shall sign only one signature block on the certificate. Signing both signature blocks will make the Bids nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A Bidder who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Bidder will simultaneously send a copy of this information to the Agency.

The FTA Chief Counsel may request additional information from the Bidder, if necessary. The Agency may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the Agency from the FTA for the proposed awardee, if the grounds for a waiver exist. All bidders seeking a waiver must submit to the Agency a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Bidder's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require the Agency to initiate an investigation. The successful Bidder has the burden of proof to establish compliance with its certification. If the successful Bidder fails to so demonstrate compliance, then the successful Bidder will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

2.4 PRICE ADJUSTMENT CLAUSE:

Contract prices shall remain firm for a minimum of eighteen (18) months following commencement of the contract. After the first eighteen months the Contractor may request a price adjustment. Any request for price adjustment must be in writing and must be received by Valley Regional Transit no later than sixty (60) days prior to the effective date of the proposed adjustment

- a. The initial price adjustment will be based upon the percent change in the U.S. Department of Labor, Producer Price Index for Series Id: PCU336120336120; Industry: Heavy duty truck manufacturing; Product: Heavy Duty Truck Manufacturing; Base Date 200312, from the Base Month to the latest month for which the non-preliminary data is available at the time of the effective date of the proposed price adjustment.
- b. The Base Month for the initial price adjustment will be February 2019.
- c. Subsequent price adjustments will be based on the percent change in the PPI from the latest previous change to the last month for which the non-preliminary data is available at the time of the requested price adjustment. Subsequent price adjustments, unless otherwise approved by Valley Regional Transit, will be no sooner than twelve (12) months following the preceding price adjustment.
- d. Calculations for price adjustment shall always use the latest version of the published PPI data as of the date specified for such calculations. The data is available at: <http://www.bls.gov/ppi/home.htm>. Scroll to & click on: "Series Report"; enter Series ID "PCU336120336120" then scroll to and click on "Retrieve Data."
- e. Price adjustments per the above are applicable only to the buses listed in the Price Schedule and will be made by adjusting the Contract Prices for the buses by the same percentage as the change in the PPI, Series ID PCU336120336120.
- f. Any approved price adjustment is effective for new orders placed by VRT on or after the effective date of the increase approved by Valley Regional Transit.
- g. DECREASES: After the first eighteen (18) months of the contract, Valley Regional Transit reserves the right to implement price decreases per the method described above. The Contractor agrees give to Valley Regional Transit the immediate benefit of any price decrease.

3. Submittal Requirements

Bids shall contain, at a minimum, the following information:

- a. In submitting responses, Bidders are to be aware that VRT strongly considers the completeness of the submittal to be the most important goal. Clear and effective presentations are preferred, elaborate decorative or extraneous materials strongly discouraged. The written response shall be submitted in an 8 ½" x 11" format with foldouts from this basic size utilized and not to exceed 10 double sided pages excluding exhibits, as necessary. The cover shall clearly contain the RFB title and the respondent's name.
- b. All copies should be printed double sided if submitted through mail.
- c. Samples, attachments, promotional material not specifically asked for should be included as a separate document.
- d. Electronic, mailed or delivered bids will not be accepted after the due date and time.
- e. Any communication regarding this active procurement (i.e. questions, clarifications, etc.) will be through Vanessa Wendland, Procurement Administrator. Any communication with other VRT personnel will result in disqualification.

3.1 Submittal Requirements Format

- a. **Cover Letter** addressed to Vanessa Wendland, Procurement Administrator, should serve as both an introduction of the Bidder and an overview of the bid. No price information shall be included in the cover letter. The letter shall include a statement to the effect that the bid shall remain valid for a period of not less than one hundred twenty (120) days from the due date of the bid.
- b. **Written Responses** should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding Item Number.

3.2.1 Qualifications and Relevant Experience.

- a. Provide a brief overview of your company qualifications, organization structure, products or services.

3.2.2 Offeror's Information and Certification: Completed Part 7 with official signature(s) and date(s).

3.2.3 Price Schedule and Delivery Form: A completed Part 9 price proposal page.

3.2.4 References: Part 10 - Provide references of three directly applicable projects with current contact information. Include references for sub-consultants, if applicable.

3.2.5 Disclosure: Disclose whether your organization or any key staff are currently, or have been within the past five (5) years, the subject of any complaint, investigation, administrative or other legal action (complaint), lawsuit, claim, lien or judgment pending (in Idaho or any other state).

3.2.6 Offers submitted in response to this **solicitation shall be in the English language**. Offers received in other than English shall be rejected.

4. Evaluation Criteria and Award of Contract

4.1 Responsive / Responsible

Part 8 and its contents will be reviewed under this section for determining Bidder responsibility. In order to qualify as a responsible Bidder, in addition to other requirements herein provided, a Bidder must be prepared to prove to the satisfaction of the VRT that it has the integrity, skill, and the time specified. All Bidders shall complete and submit Part 8 contained in the required form submittal section of this RFB. Items including but not limited to references, project personnel, insurance certifications, etc., will be checked and verified. The experience and capability of the Bidder to undertake this contract with the maximum financial return to the VRT.

4.2 Price Schedule and Delivery Form

Submittal in separate sealed envelope included with and as a part of your solicitation response, the Bidder shall complete Part 9 - Only one signed copy is necessary.

4.3 References

A minimum of three references (Part 10) is required of clients you are currently serving.

5. Evaluation

VRT has an established evaluation process for the review of the Bids. Bids will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, price proposal, instructions and all other aspects of this RFB.

Bidders that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. VRT reserves the right to request a Bidder to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Bidders are advised that detailed evaluation forms and procedures will follow the same bid format and organization as specified in Evaluation of bid criteria of this document. Therefore, Bidders shall pay close attention to this format and instruction. Submittal of a Bid will signify that the Bidder has accepted the whole of the contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Bidders bid submittal.

Any such conditions, exceptions, reservations, or understandings which do not result in declining the bid, are subject to evaluation under the bid evaluation criteria.

VRT will appoint an Evaluation Committee who will be responsible for the review and evaluation of bids submitted in response to this RFB. The committee will independently evaluate bids. The committee may convene at any time to discuss any questions or concerns they may encounter.

Upon completion of evaluations scores will be based upon the lowest bid and best overall value.

6. Definitions

The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part 6, Definition, except as otherwise expressly provided in this Agreement:

Agreement: The complete RFB and all addendums and final negotiations.

Agreement Term: The time commencing with the award of the contract and ending on the expiration of the contract - including any extensions or renewals that may be or have been agreed upon by both parties after award to the contract.

Offeror or Prime-Offeror: The Offeror or Prime-Offeror is the primary contact with Valley Regional Transit and is responsible for all services for which it is submitting an RFB. The Prime-Offeror is responsible for all Sub-Offerors and their compliance to all standards of this RFB.

Required Coverage: All insurance necessary to protect and save harmless Valley Regional Transit, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this Agreement.

Sub-Offeror: Is the subcontractor for which the Prime-Offeror is directly responsible.

Termination for Default: Termination caused by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

Termination for Impossibility: Termination in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

Valley Regional Transit: Regional Public Transportation Authority.

Valley Regional Transit Board: The duly appointed Board of Directors of Valley Regional Transit

7. Special Contract Terms and Conditions (See Exhibit F)

Continued on next page

8. Responsive and Responsible – Bidder Information and Acknowledgements**a. Required Proposal Forms****1. Submittal Checklist for RFB 2018-11-14:**

All Forms/Certifications below must be completed and included when you submit the Proposal Package:

- Cover Letter, including your interest in being considered.
- VRT Responsive and Responsible - Bidder Information and Acknowledgement
- Mailed bids should include one (1) original set and a thumb drive copy.
- Completed Price Proposals (Part 9) should be submitted as follows:
 - Mailed price proposals should be in a separate sealed envelope.
 - Electronic price proposals must be submitted as a separate file
- Affidavit of Non-Collusion/Conflict of Interest – Exhibit A
- Lobbying Certification –Exhibit B
- Insurance Certification – Exhibit C for requirements
- SBE / DBE Certification – Exhibit D
- Affidavit of Suspension and Debarment - Exhibit E
- Acknowledgement of Exhibit F - Special Terms and Conditions
- Acknowledgement of Exhibit G - Federal Requirements
- Technical – Exhibit - H & I
- Statement of No Proposal – Exhibit J
- Proposal Deviation Form –Exhibit K
- Addendum(s) (as issued)

Submitted Proposal contains all completed Forms/Certifications as listed above

Authorized Signature _____

Date _____

Continued on next page

b. **Acknowledges Receipt of the Following Addenda:**

ADDENDA	DATE
1.	
2.	
3.	

c. **Identity of Bidder and Acknowledgements**

Acknowledgement Attachment 2: I have read the Master Goods and Services Agreement and agree to the terms of the agreement.	
Acknowledgement: Exhibit F: I have read the Exhibit F Special Terms and Conditions.	
Acknowledgement: Exhibit G: I have read Exhibit G and understand the federal requirements.	

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the request for bids; and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the request for proposal referenced above; and
3. That he/she will furnish the designated item(s) and /or service(s) as quoted in the request for proposal; and
4. That he/she certifies under penalty of perjury that the Prime-Offeror is, to the best of his/her knowledge, not in violation of any Idaho tax law; and

Company Full Legal Name _____

Contact Person _____

Legal Address _____

Legal Telephone Number _____

Indicate all other names by which this organization has been known and the lengths of time known by each name. Please attach additional pages as needed.



Are you eligible to work in the State of Idaho?

Company Federal taxpayer identification number _____

DUNS Number (if applicable) _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

- An individual or sole proprietorship
- A general partnership
- A limited partnership
- A non-profit organization
- A joint venture consisting of _____ and _____

(List all joint ventures on a separate sheet if this space is inadequate.)

- A corporation organized or incorporated under the laws of the following state or country _____ on the following date _____.
- Other (please explain) _____

1. If the organization is a corporation, indicate the following:

Date of incorporation _____

State of incorporation _____

President's name _____

Vice-President's name _____

Secretary's name _____

2. Certificate of Incorporation been previously filed with the TPO (corporation only)

- Yes No If "NO," attach a certified copy

3. How many years has this organization been in business under its present business name? _

4. How many employees does this organization have? _____

5. If the organization is an individual or a partnership, answer the following:

Date of organization _____

Name and address of all partners (state whether general or limited partnership). Please attach additional pages as needed.



6. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

7. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

Bidder understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Bids package, including the General Conditions section of the Request for Bids.

Bidder understands that this proposal constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of Bids. If awarded the contract, Prime-Offeree agrees to deliver to Valley Regional Transit the required insurance certificates and performance bond if applicable within ten (10) calendar days of the notice of award.

Bidder:

Signature

Title

9. Pricing Schedule Sheet and Delivery Forms (Items #1, #2, #3 and #4)
Item # 1:
40 foot bus, 102 inches wide, low-floor

Item #	Description	Price per Unit	Extended Total Price
(1-a)	One (1) 40 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705	\$ _____/Each =	\$ _____
(1-b)	Five (5) 40 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705	\$ _____/Each x 5 =	\$ _____

Last day orders for Item (1-b) are acceptable: _____

* **Initial Order:** Subject to available funding at time of award Valley Regional Transit plans to place an initial order for up to five (5) buses. However, as prices are unknown and as funding is limited, VRT reserves the right to order fewer than the initial projected order for five (5) buses. Should the initial order be fewer than five buses and should additional funding become available; VRT reserves the right to order the remainder of the five buses up to the last day orders are acceptable as indicated above.

Delivery: _____ Months ARO (After Receipt of Order)

Initial Order buses must be delivered not later than twelve (12) months ARO. VRT desires delivery of the first bus on or before February 1st, 2020. The total quantity of the initial order up to a maximum of three (3) months prior to February 1st, 2020, to the extent possible.

Provide the expected delivery dates of the first bus (1) through the fifth (5) (assuming the initial purchase of five (5) buses):

(1-c) **Additional Order:** Should additional funding become available during the term of the contract, VRT reserves the right to initiate an order up to a maximum of ten (10) additional buses as required elsewhere herein. VRT projects to have the funding available to order two (2) buses per year after the initial order of five (5) buses whereby the first order of (2) additional buses would be initiated on October 1st, 2019 and each subsequent year through October 1st, 2023.

\$ _____/Each = \$ _____

Delivery time for vehicles ordered: _____ Months ARO

Last day on which orders for Item # (1-b) will be accepted: _____

(1-d)

Optional: For the Item 1(a) and 1(b) buses if the items listed below are not included as standard equipment on the buses offered, VRT reserves, subject to availability of funding, the right to choose at time of award to purchase, or not to purchase, any one or more of the following additional items. If VRT chooses to purchase any of the **Optional Equipment** items, the extended total cost of each item chosen will be included in the bid evaluation for purposes of bid comparison/award; any Bidder who does not offer the Optional Equipment item(s) to be chosen at time of award by VRT will not be eligible for award. NOTE: The optional equipment items selected at time of award will be included on all Item (1-a), and (1-b) buses purchased.

Instructions to Bidder: If the listed below item is included as standard equipment at no additional charge Bidder is to write "INCLUDED" in the space for the price. If the item is not available Bidder is to so indicate by writing "NOT AVAILABLE"; if it is available price it.

Silicone on all coolant system hoses
 \$ _____/Each = \$

Travel and lodging expense associated with (2) two designated Valley Regional Transit staff members to perform an on-site of compliance associated with the federal procurement federal compliance audit.

\$ _____/Each = \$

3rd Party production line Inspection and Report
 \$ _____/Each = \$

Two-way radio communications pre-wiring and hardware installation
 \$ _____/Each = \$

GFI GenFare Odyssey Fare box w/ smart card capability -part number: RM-030600-1
 \$ _____/Each = \$

Automated Vehicle Annunciation System compatible with RouteMatch AVL/GPS system and connected to PA system speakers and LED display behind the driver partition [Part numbers: RM-050400; RM-050401-1; RM-050402-0; RM-030403-4; RM-090402; RM-090401; RM-090408; RM-090407; RM-030401-1; RM-060900]
 \$ _____/Each = \$

Header sign Integration Luminator part number: [RM-030701-1]
 \$ _____/Each = \$

Purchase and Installation of Trilogy Bike Rack System (stainless steel)
 \$ _____/Each = \$

Route Match AVL/GPS pre-wiring and hardware installation
\$ _____/Each = \$

Vehicle Logic Unit VLU part numbers: [RM-030100-1; RM-030200-2; RM-030201-2; RM-010209; RM-010204; RM-010202; RM-010203]
\$ _____/Each = \$

Samsung Tab A 8" with Hint Docking System part numbers: RM-190817; RM-040816; RM-040814-1; RM-040800
\$ _____/Each = \$

Transit Signal Priority pre-wiring and hardware installation compatible with RouteMatch AVL/GPS system: [RM-030701-1]
\$ _____/Each = \$

Provide and install Opti-com Transit signal priority system compatible with RouteMatch AVL/GPS system
\$ _____/Each = \$

LED headlights
\$ _____/Each = \$ ____

4ONE Mariella seating with stainless mounting and fully padded intercity inserts:
\$ _____/Each = \$ ____

Five (5) color paint, including clear coat.
\$ _____/Each = \$ ____

Install electrical backbone for a twelve (12) Camera SEON (or like) surveillance system
\$ _____/Each = \$ ____

Pricing Schedule Continued on Next Page

Item # 2:

35 foot bus, 102 inches wide, low-floor

Item #	Description	Price per Unit	Extended Total Price
(2-a)	One (1) 35 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705	\$ _____/Each =	\$ _____
(2-b)	Five (5) 35 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705	\$ _____/Each x 5 =	\$ _____

Last day orders for Item (2-b) are acceptable: _____

* **Initial Order:** Subject to available funding at time of award Valley Regional Transit plans to place an initial order for up to five (5) buses. However, as prices are unknown and as funding is limited, VRT reserves the right to order fewer than the initial projected order for five (5) buses. Should the initial order be fewer than five buses and should additional funding become available; VRT reserves the right to order the remainder of the five buses up to the last day orders are acceptable as indicated above.

Delivery: _____ Months ARO (After Receipt of Order)

Initial Order buses must be delivered not later than twelve (12) months ARO. VRT desires delivery of the first bus on or before February 1st, 2020. The total quantity of the initial order up to a maximum of three (3) months prior to February 1st, 2020, to the extent possible.

Provide the expected delivery dates of the first bus (1) through the fifth (5) (assuming the initial purchase of five (5) buses):

Additional Order: Should additional funding become available during the term of the contract, VRT reserves the right to initiate an order up to a maximum of ten (10) additional buses as required elsewhere herein. VRT projects to have the funding available to order two (2) buses per year after the initial order of five (5) buses whereby the first order of (2) additional buses would be initiated on October 1st, 2019 and each subsequent year through October 1st, 2023.

\$ _____/Each = \$ _____

Delivery time for vehicles ordered: _____ Months ARO

Last day on which orders for Item # (1-b) will be accepted: _____

(2-d)

Optional: For the Item 2(a) and 2(b) buses if the items listed below are not included as standard equipment on the buses offered, VRT reserves, subject to availability of funding, the right to choose at time of award to purchase, or not to purchase, any one or more of the following additional items. If VRT chooses to purchase any of the **Optional Equipment** items, the extended total cost of each item chosen will be included in the bid evaluation for purposes of bid comparison/award; any Bidder who does not offer the Optional Equipment item(s) to be chosen at time of award by VRT will not be eligible for award. NOTE: The optional equipment items selected at time of award will be included on all Item (1-a), and (1-b) buses purchased.

Instructions to Bidder: If the listed below item is included as standard equipment at no additional charge Bidder is to write "INCLUDED" in the space for the price. If the item is not available Bidder is to so indicate by writing "NOT AVAILABLE"; if it is available price it.

Travel and lodging expense associated with (2) two designated Valley Regional Transit staff members to perform an on-site of compliance associated with the federal procurement federal compliance audit.

\$ _____/Each = \$

3rd Party production line Inspection and Report

\$ _____/Each = \$

Two-way radio communications pre-wiring and hardware installation

\$ _____/Each = \$

GFI GenFare Odyssey Fare box w/ smart card capability -part number: RM-030600-1

\$ _____/Each = \$

Automated Vehicle Annunciation System compatible with RouteMatch AVL/GPS system and connected to PA system speakers and LED display behind the driver partition [Part numbers: RM-050400; RM-050401-1; RM-050402-0; RM-030403-4; RM-090402; RM-090401; RM-090408; RM-090407; RM-030401-1; RM-060900]

\$ _____/Each = \$

Header sign Integration Luminator part number: [RM-030701-1]

\$ _____/Each = \$

Purchase and Installation of Trilogy Bike Rack System (stainless steel)

\$ _____/Each = \$

Route Match AVL/GPS pre-wiring and hardware installation

\$ _____/Each = \$

Vehicle Logic Unit VLU part numbers: [RM-030100-1; RM-030200-2; RM-030201-2; RM-010209; RM-010204; RM-010202; RM-010203]

\$ _____/Each = \$



Samsung Tab A 8" with Hint Docking System part numbers: RM-190817; RM-040816; RM-040814-1; RM-040800

\$ _____/Each = \$

Transit Signal Priority pre-wiring and hardware installation compatible with RouteMatch AVL/GPS system: [RM-030701-1]

\$ _____/Each = \$

Provide and install Opti-com Transit signal priority system compatible with RouteMatch AVL/GPS system

\$ _____/Each = \$

LED headlights

\$ _____/Each = \$ ____

4ONE Mariella seating with stainless mounting and fully padded intercity inserts:

\$ _____/Each = \$ ____

Five (5) color paint, including clear coat.

\$ _____/Each = \$ ____

Install electrical backbone for a twelve (12) Camera SEON (or like) surveillance system

\$ _____/Each = \$ ____



Item # 3:

30 foot bus, 102 inches wide, low-floor

Item #	Description	Price per Unit	Extended Total Price
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(3-a)	One (1) 30 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705		
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\$ _____/Each = \$ _____

(3-b)	Five (5) 30 foot CNG fueled Heavy Duty Transit bus as required herein. FOB Destination: 4601 Northrup, Boise Idaho 83705		
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\$ _____/Each x 5 = \$ _____

Last day orders for Item (3-b) are acceptable: _____

* **Initial Order:** Subject to available funding at time of award Valley Regional Transit plans to place an initial order for up to five (5) buses. However, as prices are unknown and as funding is limited, VRT reserves the right to order fewer than the initial projected order for five (5) buses. Should the initial order be fewer than five buses and should additional funding become available; VRT reserves the right to order the remainder of the five buses up to the last day orders are acceptable as indicated above.

Delivery: _____ Months ARO (After Receipt of Order)

Initial Order buses must be delivered not later than twelve (12) months ARO. VRT desires delivery of the first bus on or before February 1st, 2020. The total quantity of the initial order up to a maximum of three (3) months prior to February 1st, 2020, to the extent possible.

Provide the expected delivery dates of the first bus (1) through the fifth (5) (assuming the initial purchase of five (5) buses):

(3-c)	Additional Order: Should additional funding become available during the term of the contract, VRT reserves the right to initiate an order up to a maximum of ten (10) additional buses as required elsewhere herein. VRT projects to have the funding available to order two (2) buses per year after the initial order of five (5) buses whereby the first order of (2) additional buses would be initiated on October 1 st , 2019 and each subsequent year through October 1 st , 2023.		
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\$ _____/Each = \$ _____

Delivery time for vehicles ordered: _____ Months ARO

Last day on which orders for Item # (1-b) will be accepted: _____

(3-d)

Optional: For the Item 1(a) and 1(b) buses if the items listed below are not included as standard equipment on the buses offered, VRT reserves, subject to availability of funding, the right to choose at time of award to purchase, or not to purchase, any one or more of the following additional items. If VRT chooses to purchase any of the **Optional Equipment** items, the extended total cost of each item chosen will be included in the bid evaluation for purposes of bid comparison/award; any Bidder who does not offer the Optional Equipment item(s) to be chosen at time of award by VRT will not be eligible for award. NOTE: The optional equipment items selected at time of award will be included on all Item (1-a), and (1-b) buses purchased.

Instructions to Bidder: If the listed below item is included as standard equipment at no additional charge Bidder is to write "INCLUDED" in the space for the price. If the item is not available Bidder is to so indicate by writing "NOT AVAILABLE"; if it is available price it.

Travel and lodging expense associated with (2) two designated Valley Regional Transit staff members to perform an on-site of compliance associated with the federal procurement federal compliance audit.

\$ _____/Each = \$

3rd Party production line Inspection and Report

\$ _____/Each = \$

Two-way radio communications pre-wiring and hardware installation

\$ _____/Each = \$

GFI GenFare Odyssey Fare box w/ smart card capability -part number: RM-030600-1

\$ _____/Each = \$

Automated Vehicle Annunciation System compatible with RouteMatch AVL/GPS system and connected to PA system speakers and LED display behind the driver partition [Part numbers: RM-050400; RM-050401-1; RM-050402-0; RM-030403-4; RM-090402; RM-090401; RM-090408; RM-090407; RM-030401-1; RM-060900]

\$ _____/Each = \$

Header sign Integration Luminator part number: [RM-030701-1]

\$ _____/Each = \$

Purchase and Installation of Trilogy Bike Rack System (stainless steel)

\$ _____/Each = \$

Route Match AVL/GPS pre-wiring and hardware installation

\$ _____/Each = \$

Vehicle Logic Unit VLU part numbers: [RM-030100-1; RM-030200-2; RM-030201-2; RM-010209; RM-010204; RM-010202; RM-010203]

\$ _____/Each = \$



Samsung Tab A 8" with Hint Docking System part numbers: RM-190817; RM-040816; RM-040814-1; RM-040800

\$ _____/Each = \$

Transit Signal Priority pre-wiring and hardware installation compatible with RouteMatch AVL/GPS system: [RM-030701-1]

\$ _____/Each = \$

Provide and install Opti-com Transit signal priority system compatible with RouteMatch AVL/GPS system

\$ _____/Each = \$

LED headlights

\$ _____/Each = \$ ____

4ONE Mariella seating with stainless mounting and fully padded intercity inserts:

\$ _____/Each = \$ ____

Five (5) color paint, including clear coat.

\$ _____/Each = \$ ____

Install electrical backbone for a twelve (12) Camera SEON (or like) surveillance system

\$ _____/Each = \$ ____

Pricing Schedule Continued on Next Page

ITEM # 4:

Vehicle Spares and Special Tools

ITEM (4-a): Vehicle Spares per site (except Item 5 is for Nampa site only)

- 1. Windshield, 1 each left and right hand per site: \$ _____/Pair
- 2. Wheels, 2 each per site: \$ _____/Each X 2 = \$ _____
- 3. Seat inserts, 30 each per site \$ _____/Each X 30 = \$ _____
- 4. Exterior Rear View Mirrors, left and right hand \$ _____/Pair
- 5. Seat inserts, for optional seats, 30 each \$ _____/Each X 30 = \$ _____

Additional spares will be determined jointly between the Offeror and VRT technical staff at the pre-production meeting(s).

ITEM (4-b): Required Special Tools (1 set for Boise site and 1 set for Nampa site) Towing adapters (*if required) \$ _____/set x 2 sets = \$ _____

Jacking adapters (*if required) \$ _____/set x 2 sets = \$ _____

ABS software and interface cables \$ _____/set x 2 sets = \$ _____

Multiplexing software and interface cables \$ _____/set x 2 sets = \$ _____

Cooling system software and interface cables \$ _____/set x 2 sets = \$ _____

HVAC diagnostic reader/software and interface cables \$ _____/set x 2 sets = \$ _____

Engine controls software and interface cables \$ _____/set x 2 sets = \$ _____

Transmission controls software and interface cables \$ _____/set x 2 sets = \$ _____

Destination Sign programming hardware / software \$ _____/set x 2 sets = \$ _____

Front axle service tool set (*if required) \$ _____/set x 2 sets = \$ _____

Rear axle service tool set (*if required) \$ _____/set x 2 sets = \$ _____

Any other tools specific to this bus series (please list) \$ _____/set x 2 sets = \$ _____

Any specialty vehicle lift/hoist tools or attachments \$ _____/set x 2 sets = \$ _____

Wheelchair ramp tools or attachments \$ _____/set x 2 sets = \$ _____

*** If a specific adapter or service tool set is required to tow, jack or perform front or rear axle work you must price it here, or if none is required insert "N/R" for not required.**

Pricing Schedule Continued on Next Page

PRICE ADJUSTMENT CLAUSE: Contract prices shall remain firm for a minimum of eighteen (18) months following commencement of the contract. After the first eighteen months the Contractor may request a price adjustment. Any request for price adjustment must be in writing and must be received by Valley Regional Transit no later than sixty (60) days prior to the effective date of the proposed adjustment

- a. The initial price adjustment will be based upon the percent change in the U.S. Department of Labor, Producer Price Index for Series Id: PCU336120336120; Industry: Heavy duty truck manufacturing; Product: Heavy Duty Truck Manufacturing; Base Date 200312, from the Base Month to the latest month for which the non-preliminary data is available at the time of the effective date of the proposed price adjustment.
- b. The Base Month for the initial price adjustment will be FEBRUARY 2019.
- c. Subsequent price adjustments will be based on the percent change in the PPI from the latest previous change to the last month for which the non-preliminary data is available at the time of the requested price adjustment. Subsequent price adjustments, unless otherwise approved by Valley Regional Transit, will be no sooner than twelve (12) months following the preceding price adjustment.
- d. Calculations for price adjustment shall always use the latest version of the published PPI data as of the date specified for such calculations. The data is available at: <http://www.bls.gov/ppi/home.htm>. Scroll to & click on: "Series Report"; enter Series ID "PCU336120336120" then scroll to and click on "Retrieve Data."
- e. Price adjustments per the above are applicable only to the buses listed in the Price Schedule and will be made by adjusting the Contract Prices for the buses by the same percentage as the change in the PPI, Series ID PCU336120336120.
- f. Any approved price adjustment is effective for new orders placed by VRT on or after the effective date of the increase approved by Valley Regional Transit.
- g. DECREASES: After the first eighteen (18) months of the contract, Valley Regional Transit reserves the right to implement price decreases per the method described above. The Contractor agrees give to Valley Regional Transit the immediate benefit of any price decrease.

Signed: _____

Title: _____

These pricing schedule pages should be completed and returned in a separate electronic file or sealed envelope.

10. Required References

Responses received without the required references cannot be considered and will be rejected. Bidder is to provide a list of three (3) firms currently using your services and other services similar to those being required herein for Valley Regional Transit. For each reference provide a contact name and contact information sufficient to allow Valley Regional Transit to contact the firm and receive a reference.

BIDDER (Company) Name: _____

Company References:

a. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

b. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

c. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

EXHIBIT A

Conflict of Interest Affidavit

The undersigned, being first duly sworn on oath states on behalf of the Contractor:

Conflict of Interest - That the Contractor, by entering into this contact with Valley Regional Transit is to perform or provide work, services or materials to Valley Regional Transit, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such a interest. In the event that the Contractor, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to Valley Regional Transit and take action immediately to eliminate the conflict or to withdraw from this contract, as Valley Regional Transit may require.

Contingent Fees and Gratuities - That the Contractor, by entering into this contract with Valley Regional Transit to perform or provide services or materials for Valley Regional Transit has thereby covenanted, and by this affidavit does again covenant and assure:

- i. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and
- ii. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: _____

(Seal)

By: _____

Title: _____

EXHIBIT B

Lobbying Certificate

(To be submitted with a Proposal or Offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best its 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE OFFEROR, _____,

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Bidder or Offeror's Authorized Official _____

Name, Title of the Bidder or Offeror's Authorized Official _____

Date _____

EXHIBIT C

Certificates of Insurance

This Exhibit D is made with respect to the Revenue Generating Agreement (the “Agreement”) between Owner and Bidder effective on the date described on Exhibit A (“Start Date”).

The terms of this Exhibit C shall apply to the Agreement entered into between the Parties.

- d. Bidder, at its sole expense, shall procure and maintain, in effect during the term of the Agreement, any insurance written by an insurance company or companies with Best’s Rating(s) of A VIII or better. All insurance companies must be authorized to do business in the applicable state where Services are performed. By requiring insurance hereunder, Owner does not represent that coverage and limits will necessarily be adequate to protect Bidder and such coverage and limits shall not be deemed as a limitation on Bidder’s liability under the indemnities granted to Owner in the Agreement.
- e. Written certificates of insurance evidencing the coverages required herein shall be provided to Owner prior to the Start Date of the Services under the Agreement. All certificates must be signed by an authorized representative of Bidder’s insurance carrier and must state that the issuing company, its agents, or representatives will endeavor to provide Owner thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Owner within thirty (30) days after the effective date of the renewal.
- f. All certificates of insurance shall be mailed to the following:

Valley Regional Transit
 Attention: Procurement Department
 700 NE 2nd Street, Suite 100
 Meridian, ID 83642
 Email: procurement@valleyregionaltransit.org

Certificates must, individually or when considered together, evidence the following minimum insurance coverages:

1. WORKERS’ COMPENSATION insurance meeting the statutory requirements of all states in which work is to be performed.
2. EMPLOYERS’ LIABILITY insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$1,000,000	each accident
Bodily Injury by Disease:	\$1,000,000	policy limit
Bodily Injury by Disease:	\$1,000,000	each employee

3. COMMERCIAL GENERAL LIABILITY insurance and, if necessary, COMMERCIAL UMBRELLA LIABILITY INSURANCE providing limits of liability in the following amounts, with aggregates applying separately on a “per location” basis:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Bidders, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner and its respective directors, officers, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL and under the Commercial Umbrella insurance, if any.

BUSINESS AUTOMOBILE LIABILITY insurance and, if necessary, COMMERCIAL UMBRELLA LIABILITY INSURANCE, providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with Services under the Agreement or any Exhibit A. Bidder further agrees to waive all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business automobile liability and umbrella liability insurance obtained by Bidder pursuant to the Agreement, any Exhibit A, or under any applicable auto physical damage coverage.

- g. Equivalent insurance coverage to the above must be obtained by each of Bidder’s subcontractors or suppliers and certificates evidencing the same must be presented to Owner before subcontractors or suppliers are permitted on the site of the project or where the Services will be rendered.

If subcontractors do not have the required insurance, Bidder’s policies must provide coverage for them and their work. Certificates evidencing coverage under Bidder’s policy must be provided to Owner before subcontractors or suppliers are permitted on the site of the project. Bidder shall be responsible for ensuring that established coverages are maintained by all subcontractors performing work for Bidder under the Agreement or any Exhibit D.

Bidder also shall maintain Replacement Cost Property Insurance for all property of Owner’s which Bidder uses outside of Owner’s premises.

Certificate of Small Business Status
(Bidder Certification Sample Form)

This form must be completed as a condition of your doing business with Valley Regional Transit. Please provide the requested information and certifications, and have this form signed by an authorized company employee and return to:

Valley Regional Transit at 700 NE 2nd Street, Suite 100, Meridian, ID 83642 or with this proposal.

Bidder Name _____

Address _____

City, State, Zip _____

Telephone _____

Tax Identification: _____

Corporate Status^{1[1]} _____

a. Our company is classified as indicated below (check all that apply). For definitions, refer to Federal Acquisition Regulation ("FAR") Section 19.001. We agree to provide Valley Regional Transit written notice within thirty (30) days in the event that any classification certified to below changes.

- _____ Small Business
- _____ Small Disadvantaged Business
- _____ Women Owned Business
- _____ Large Business

2. We certify that we are in compliance with the requirements of the following FAR clauses:

- a. FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Woman-Owned Concerns";
- b. FAR 52.219-9, "Small, Small Disadvantaged, and Woman-Owned Business Subcontracting Plan";
- c. FAR 52.222-26, "Equal Opportunity";
- d. FAR 52.222-35, "Affirmative Action for Special Disabled and Vietnam Era Veterans"; and,
- e. FAR 52.222-36, "Affirmative Action for Handicapped Workers."

Certified by: _____
Print Name and Title

Signature: _____ Date: _____

^{1[1]} E.g., Corporation, L.L.C., partnership, limited partnership, individual.

EXHIBIT E

Certification of Lower-Tier Participants

Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion

For use by sub-contractors who submitted Bids to the prime contractor in an amount equal to or greater than \$25,000. The (firm name/principal) _____ certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by any Federal department or agency. If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The (firm name/principal) _____ certifies or affirms the truthfulness and accuracy of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official _____ Title

EXHIBIT F

Special Terms and Conditions

- a. Delivery of items/services shall be at the following location:
Valley Ride, 4701 S. Northrup, Boise, ID 83705
- b. **Silence of Specification:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. Valley Regional Transit reserves the right to verify specification compliance and other information with published sources as deemed necessary.
- c. **Failure to Deliver:** Contractor shall deliver the items/services and complete any required training in accordance with all of the terms and conditions herein. Failure to do so may be cause for the termination of the Contract. Contractor shall complete delivery within the time specified in Contractor's proposal. Contractor shall notify Valley Regional Transit within one (1) day of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, Valley Regional Transit reserves the right to cancel the order and make the purchase elsewhere. Failure to meet specified delivery requirements may result in Contract termination.
- d. **Subcontracting:** The requirement for Prime-Offeror responsibility does not prohibit Sub- Offeror or joint ventures provided that the successful Prime- Offeror assumes the following responsibilities: The requirement for Prime- Offeror responsibility does not prohibit Sub- Offeror or joint ventures provided that the prime successful Prime- Offeror assumes the following responsibilities: (1) serves as the sole general Prime- Offeror with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub- Offerors, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each Sub- Offeror or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "(5)" must (a) make Valley Regional Transit a third-party beneficiary thereunder; (b) grant to Valley Regional Transit the right to receive notice of and cure any default by the successful Prime- Offeror under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub- Offeror or similar party.
- e. **Taxes:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.
- f. **Insurance:** Required Coverage: Prime- Offeror shall procure, maintain, and keep in force, at Prime- Offeror's expense, the Insurance Coverage as required below and shall cause Valley Regional Transit to be a named insured on all policies (except professional liability). Prime- Offeror shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime- Offeror shall

have and maintain, at Prime-Offendor's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance. See Exhibit C for coverage levels.

- g. **Invoicing:** The awarded Prime-Offendor will submit all invoices, with supporting documentation to: Valley Regional Transit, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642. All Invoices through Valley Regional Transit are processed bi-weekly. The awarded Prime-Offendor can expect Valley Regional Transit to issue an electronic or mailed payment within 45 days after receipt of invoice with regards to the terms set forth within this RFB.
- h. **Guarantee:** The successful Prime-Offendor will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Valley Regional Transit finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Offendor will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
- i. **Currency:** All payments are payable in US currency.
- j. **Stop Work Order:** Any "Stop Work Order" given to Awarded Offeror will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Offeror and/or their assigns.
- k. **Force Majeure:** Except as otherwise provided herein, neither the vendor nor Valley Regional Transit shall be liable to the other for any delay or failure of performance of any provisions herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force *majeure*. The term force *majeure*, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

Bidder will be required to demonstrate their proposed solutions "proof of concept." The "proof of concept" must be demonstrated to a satisfactory level as determined by VRT whereby all features and functions of the Contractors proposed solution is demonstrated prior to contract award.

- l. **Protest of Contractor Selection or Contract Award:** If any participating Bidder objects to such award, such Bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting Bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-propose, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j)).
- m. **Valley Regional Transit Prerogative:** Valley Regional Transit reserves the right to contract with any single firm(s) or joint venture responding to this RFB (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in

accordance with the evaluation criteria. This RFB does not commit Valley Regional Transit to negotiate a contract, nor does it obligate Valley Regional Transit to pay for any costs incurred in preparation and submission of bids or Bids or in submission of a contract. Valley Regional Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Valley Regional Transit: (1) to reject any or all of the bid or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFB.

- e. **Alteration of Proposal Document:** Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your proposal.
- f. **Bidder Response: No Additional Terms and Conditions:** Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by an Bidder, including any appearing in documents.
- g. **Execution of Contract:** All required bonds (if applicable) and insurance certificates (see Part II, § 8, Insurance, below) must be received at Valley Regional Transit's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by Valley Regional Transit. In the event the apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.
- h. **Contract Administration:** Procurement Administrator, Vanessa Wendland at Valley Regional Transit shall assist in the central administration, procurement and execution of this contract: Email: procurement@valleyregionaltransit.org. Phone (208) 258-2704. 700 NE 2nd St. Suite 100 Meridian, ID 83642
- i. **Termination for Impossibility:** Valley Regional Transit may terminate this contract for Impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.
- j. **Termination for Default:** Valley Regional Transit may terminate this contract for diminished service or scheduling by the Contractor, failure by the Contractor to comply with the contract requirements; failure by the Contractor to implement the contract or perform in a timely manner.
- k. **Termination:** Valley Regional Transit may terminate this contract, in whole or in part, at any time by written notice to the Offeror when it is in the Valley Regional Transit's best interest.
 - 1. The Offeror shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Offeror shall promptly submit its termination claim to Valley Regional Transit to be paid. If the Offeror has any property in its possession belonging to Valley Regional Transit, the Offeror will account for the same, and dispose of it in the manner Valley Regional Transit directs.

2. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, Valley Regional Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.
 3. If it is later determined by Valley Regional Transit that the Offeror had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Offeror, Valley Regional Transit, after setting up a new delivery of performance schedule, may allow the Offeror to continue work, or treat the termination as a termination for convenience.
 4. Valley Regional Transit in its sole discretion may, in the case of a termination for breach or default, allow the Offeror ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
 5. If Offeror fails to remedy to Valley Regional Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Offeror of written notice from Valley Regional Transit setting forth the nature of said breach or default, Valley Regional Transit shall have the right to terminate the Contract without any further obligation to Offeror. Any such termination for default shall not in any way operate to preclude Valley Regional Transit from also pursuing all available remedies against Offeror and its sureties for said breach or default.
 6. In the event that Valley Regional Transit elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by Valley Regional Transit shall not limit Valley Regional Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
 7. If, after termination for failure to fulfill contract obligations, it is determined that the Offeror was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.
- I. **Indemnification:** Prime-Offeror agrees to assume liability for and to indemnify and hold harmless Valley Regional Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Offeror, or the execution, performance, nonperformance, or enforcement of the Agreement.

EXHIBIT G

Federal Requirements

Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

Intelligent Transportation System (ITS) Architecture: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

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

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>

Clean Water

- The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

Clean Air

- The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report

each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

Lobbying Prohibition: None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

- If this grant is \$100,000 or more:

the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award;

the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

Nondiscrimination Requirements: The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

- Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:
- Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
- The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

- Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
- Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
- Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
- Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

Nondiscrimination on the Basis of Disability: The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

Equal Employment Opportunities (EEO): The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to 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);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

- **Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.
- **Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:
 - If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
 - The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.

<http://www.itd.idaho.gov/ocr/index.aspx>

- The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

Technical assistance pertaining to DBE is available at the following link or at (208)- 334-8567.

<http://www.itd.idaho.gov/ocr/index.aspx>

Audits: The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

Commercial Driver's License (CDL) Requirement: The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of

transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>

Drug and Alcohol Testing: If this grant is funded by either Section 5307, 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

<https://damis.dot.gov/Login/Login.asp>

Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

Standard Public Transportation Employee Protective Arrangements - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311 - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 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 Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

EXHIBIT H

Technical

1. List each contract which, during the last two (2) years, the person/entity contracting with you:
- i) terminated for default;
 - ii) sued to compel performance;
 - iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract;
 - iv) or called upon a surety to perform the work.

2. During the past three (3) years, has the Bidder's firm ever been a party to a bankruptcy or reorganization proceeding? Yes No

If answer is "YES," explain below.

3. Describe below whether any present or anticipated Title VI Discrimination Complaints against your company exist. Attach additional paperwork if necessary. If none, state "None."

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Bidder to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Bidder's resources, such as management or technical expertise or financing, should be explained. If none, state "None."

5. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Bidder or Bidder's employees or agents possess. If none, state "None."

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>
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6. If any insurance is required please provide certificates of insurance naming VRT as an additional insured. If none, state "None."

7. Have any of the Bidder's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years. Yes No
If the answer is "YES," explain below.
-
-

8. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum, this will include the primary Manager assigned to this project that will have the primary responsibility of performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

EXHIBIT I

Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self- certification sticker information that the vehicle complies with relevant FMVSS regulations.

Company name: Name of

signer:

Title:

Authorized signature

Date

EXHIBIT J

Statement of No Proposal

Note: If you do not intend to submit a Proposal for this project, please return this form immediately to: Valley Regional Transit to: procurement@valleyregionaltransit.org or mail to Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642

We, the undersigned, have declined to submit on your RFB # *2018-11-14* for the following reasons:

- Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the RFB
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Bond Requirements
- Unable to meet Specifications
- Specifications unclear (explain below)
- Unable to meet Insurance Requirements
- Remove us from your "Vendors List" altogether
- Other (specify below)

Remarks _____

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from any and all Vendor Lists for Valley Regional Transit.

Company Name _____

Address _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

EXHIBIT K

Proposal Deviation Form

Any and all deviations conditions, exceptions, reservations, or understandings of any and all requirements and/or specifications specified in this Proposal must be fully disclosed explicitly, fully, and separately stated on individual "Proposal Deviation Forms." Please make copies of additional forms as required. Proposal Deviations are due on or before *[Insert Time and Date]*. If no deviations are noted please indicate so on this form, execute, and return with your Proposal submittal.

Company Name: _____

Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment 1

TECHNICAL SPECIFICATIONS

GENERAL

5.1.1 SCOPE

It is proposed to purchase the most modern advanced designed coach available, which will provide maximum passenger appeal in appearance, comfort, and safety, combined with excellence in reliability, operating characteristics, and economy of operation.

Valley Regional Transit is seeking bids for three types of transit buses:

ITEM #1 – 40' foot, heavy duty, low floor CNG powered transit bus. (See Part 9-Price Schedule)

ITEM #2 – 35' foot, heavy duty, low floor CNG powered transit bus. (See Part 9-Price Schedule)

ITEM #3 – 30' foot, heavy duty, low floor, CNG powered transit bus. (See Part 9-Price Schedule)

Technical Specifications define requirements for a heavy duty, low floor transit bus that, by the selection of specifically identified alternative configurations, maybe used for both intercountry express service and general service on urban arterial streets. The bidder shall ensure the useful life for each bus specification adhere to the most current definitions established by the Federal Transit Administration and is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities.

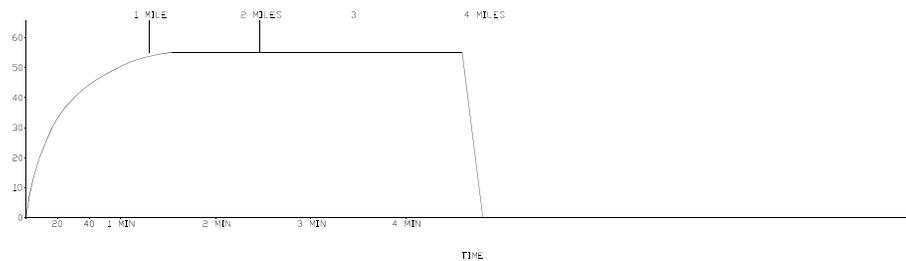
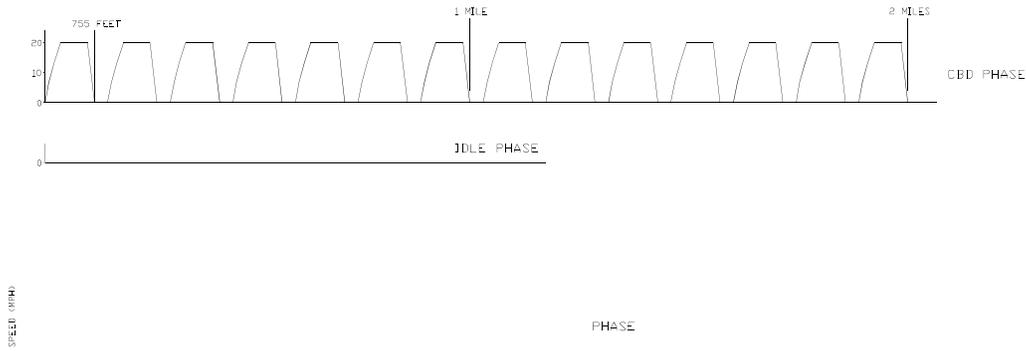
5.1.2 DEFINITIONS

The following are definitions of special terms used in Part 5.

1. Alternative: An alternative specification condition to the default bus configuration
2. Ambient Temperature: The temperature of the surrounding air. For testing purposes, ambient temperature must be between -29 C (-20 F) and +54° C (+130° F).
3. Analog Signals: A continuously-variable signal that is solely dependent upon magnitude to express information content. Note: Analog signals are used to represent the state of variable devices such as rheostats, potentiometers, temperature probes, etc.
4. Audible Discrete Frequency: An audible discrete frequency is determined to exist if the sound power level in any 1/3-octave band exceeds the average of the sound power levels of the two adjacent 1/3-octave bands by 4 decibels (dB) or more.
5. Burst Pressure: The highest pressure reached in a container during a burst test
6. Capacity (fuel container): The water volume of a container in gallons.
7. Class of Failures: Classes of failures are described below.
 - a. **Class 1: Physical Safety** A failure that could lead directly to passenger or operator injury or represents a severe crash situation.
 - b. **Class 2: Road Call** A failure resulting in an enroute interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.
 - c. **Class 3: Bus Change** A failure that requires removal of the bus from service during its assignments. The bus is operable to a rendezvous point with a replacement bus.

- d. **Class 4: Bad Order** A failure that does not require removal of the bus from service during its assignments but does degrade bus operation. The failure shall be reported by operating personnel.
8. **CNG Cylinder.** A container constructed, inspected, and maintained in accordance with U.S. Department of Transportation or Transport Canada regulations, or ANSI/IAS NGV2, Basic Requirements for Compressed Natural Gas Vehicle (NGV) Fuel Containers, or CSA B51, Boiler, Pressure Vessel and Pressure Piping Code.
- Acceptable CNG Cylinder Types.
- Type 3. Resin impregnated continuous filament with metal liner. The container may be either hoop-wrapped or full-wrapped.
- Type 4. Resin impregnated continuous filament with a nonmetallic liner.
9. **Code:** A legal requirement.
10. **Combination Gas Relief Device:** A relief device that is activated by a combination of high pressures or high temperatures, acting either independently or together.
11. **Composite Container for CNG:** A container fabricated of two or more materials that interact to facilitate the container design criteria.
12. **Compressed Natural Gas (CNG):** Mixtures of hydrocarbon gases and vapors consisting principally of methane in gaseous form that has been compressed for use as a vehicular fuel.
13. **Container:** A pressure vessel, cylinder, or cylinders permanently manifolded together used to store CNG.
14. **Container Appurtenances:** Devices connected to container openings for safety, control, or operating purposes.
15. **Container Valve:** A valve connected directly to a container outlet.
16. **Contractor.** The successful proposer who is awarded a contract for providing all buses and equipment described in the contract documents.
17. **Curb Weight:** Weight of vehicle, including maximum fuel, oil and coolant; and all equipment required for operation and required by this Specification, but without passengers, baggage or operator.
18. **DBA:** Decibels with reference to 0.0002 microbar as measured on the “A” scale.
19. **Design Operating Profile:** The operating profile for design purposes shall consist of simulated transit type service. The duty cycle is described in the figure “Transit Bus Duty Cycle.” The duty cycle consists of three phases to be repeated in sequence: a central business district (CBD) phase of 2 miles with 7 stops per mile and a top speed of 20 mph, an arterial route phase of 2 miles with 2 stops per mile and a top speed of 40 mph, and a commuter phase of 4 miles with 1 stop and a maximum speed of 65 mph and a 5 minute idle phase.

Phase	Stops/ Mile	Top Speed (mph)	Miles	Accel. Dist. (ft.)	Accel. Time (s)	Cruise Dist. (ft.)	Cruise Time (s)	Decel. Rate (fpsps)	Decel. Dist. (ft.)	Decel. Time (s)	Dwell Time (s)	Cycle Time (min-s)	Total Stops
CBD	7	20	2	155	10	540	18.5	6.78	60	4.5	7	9-20	14
Idle	-	-	-	-	-	-	-	-	-	-	-	5-0	-
Arterial	2	40	2	1035	29	1350	22.5	6.78	255	9	7	4-30	4
CBD	7	20	2	155	10	510	18.5	6.78	60	4.5	7	9-20	14
Arterial	2	40	2	1035	35	1350	22.5	6.78	255	9	7	4-30	4
CBD	7	20	2	155	10	510	18.5	6.78	60	4.5	7	9-20	14
Commuter	1 stop for phase	Max. or 65	4	5500	90	2 miles + 4580 ft.	188	6.78	480	12	20	5-10	1
Total			14									47-10	51
Average Speed - 17.8 mph													



The bus shall be loaded to SLW and shall average approximately 12 mph while operating on this duty cycle. Operation shall continue regardless of the ambient temperature or weather conditions. The passenger doors shall be opened and closed at each stop, and the bus shall be knelt at each stop during the CBD phase. The braking profile shall be:

16 % of the stops at 3 ft./sec/sec 50 % of the stops at 6 ft./sec/sec 26 % of the stops at 9 ft./sec/sec 8 % of the stops at 12 ft./sec/sec.

These percentages of stops shall be evenly distributed over the three phases of the duty cycle. For scheduling purposes, the average deceleration rate is assumed.

20. Defueling: The process of removing fuel from a CNG vehicle.
21. Defueling Port: Device which allows for, or point at which, a vehicle is defueled.
22. Destroyed: Physically made permanently unusable
23. Discrete Signals: A signal which can take only pre-defined values, usually of a binary 0 or 1 nature where 0 is battery ground potential and 1 is a defined battery positive potential.
24. Driver's Eye Range: The 95th percentile ellipse defined in SAE Recommended Practice J941, except that the height of the ellipse shall be determined from the seat at its reference height.

MASTER GOODS AND SERVICES AGREEMENT MSGA (XXX.XX.XX)

THIS MASTER GOODS AND SERVICES AGREEMENT is made effective this (Date/Year) by and between **Valley Regional Transit** (hereinafter referred to as "VRT") and (**Vendor**) (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to Contractor and to VRT.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

ARTICLE 1 - SCOPE OF WORK

1.1 Contractor agrees to perform the tasks outlined in the proposal attached as Exhibit A under the direction and review of VRT Executive Director or designated person(s).

1.2 Contractor's project manager shall be (Name), who is responsible for carrying out the provisions of this agreement and coordinating with subcontractors, where appropriate.

1.3 Any substantive changes, supplements and/or additions to the Request for Quote/Bid **Exhibit A** shall be covered by the provisions of Article 12 – Agreement Modification.

ARTICLE 2 - DURATION

This Agreement shall continue from the "base" year of (Agreement Term): A five (5) year period of time commencing on the above date, with the option to renew upon mutual agreement of both parties an additional two (1) one year terms. A final report shall be submitted within the time frame set forth in Article 3.2 of this Agreement.

ARTICLE 3 - CONFERENCES

3.1 During the term of this Agreement, representatives of Contractor will meet with representatives of VRT at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

4.1 It is agreed to and understood by the parties hereto that, subject to any modifications to this Agreement, the total costs to VRT hereunder shall not exceed the sum of vendors proposal (**See Exhibit B – Vendor Proposal**). Further, the cost principals of 2 C.F.R. Part 200, Subpart E shall apply to the calculation and determination of allowable costs to be paid to Contractor or reimbursed to Contractor. Contractor will invoice the project as per Exhibit

A and upon agreement by VRT will certify that project. The awarded vendor can expect payment within in 45 days after receipt of invoice.

ARTICLE 5 - INDEPENDENT CONTRACTOR

5.1 In the performance of all services hereunder:

5.1.1 Contractor shall be deemed to be and shall act as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. VRT is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments which it owes Contractor. VRT shall issue Contractor a 1099 rather than a W-2 form. Contractor is not entitled to receive any benefit which employees of VRT are entitled to receive, if any, and Contractor shall not be entitled to workers' compensation, unemployment compensation, medical insurance life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Contractor's work for VRT. Contractor shall maintain Contractor's own occupational licenses in any and all cities and counties, as may be required by applicable law. Contractor shall furnish VRT with current certificates and proofs of payment that Contractor has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as VRT may require of Contractor from time to time.

5.1.2 This Agreement does not create an employer-employee relationship between VRT and Contractor, and this Agreement is not a contract for future employment or future engagement.

5.1.3 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

ARTICLE 6 - INDEMNIFICATION

6.1 Contractor shall indemnify, defend, and hold harmless VRT, its members, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, suites, administrative proceedings, and expenses, including attorney fees and costs, resulting from a breach of this Agreement by Contractor or any errors or omissions of Contractor, or any agent, employee, or subcontractor of Contractor, in the performance of this Agreement.

6.2 If either party files an action to enforce this Agreement, or which arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs of suit including attorney's fees and costs of litigation, arbitration, and including appeals.

ARTICLE 7 - PROPRIETARY INFORMATION

7.1 Contractor agrees it will keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT.

ARTICLE 8 - DISCLOSURE

8.1 Contractor shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of VRT. The restrictions of this paragraph shall continue in effect until completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this paragraph may be cause for termination of this Agreement. This provision applies to periods during and after the Agreement Period.

ARTICLE 9 - GOVERNING LAW

9.1 This Agreement shall be governed and construed in accordance with the federal law, the laws of the state of Idaho, and any applicable local ordinances of governmental entities located within the VRT service area. The parties agree that the counties of either Ada or Canyon, State of Idaho, are the proper venue for any action arising out of this Agreement.

ARTICLE 10 - ASSIGNMENT

10.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

ARTICLE 11 - TERM

11.1 This Agreement shall become effective upon the date first herein above written and shall continue in effect for the full duration of the Agreement Period unless sooner terminated in accordance with the provisions of this Agreement. The parties hereto may, however, extend the term of this Agreement for additional periods as desired upon mutually agreeable terms and conditions, which the parties reduce to writing and sign.

ARTICLE 12 - AGREEMENT MODIFICATION

12.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto. Any written amendment modifying this Agreement shall address cost increase or decrease and time of completion increase with reference to the final completion date and the date the final report is due.

ARTICLE 13 - DEFAULT

13.1 VRT may, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Contractor fails to perform the services within the time specified herein or any extension thereof; or (b) if Contractor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances not cure such default or commence curing the

same within a period of ten days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure.

13.2 Contractor shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Contractor with respect to the terminated part of this Agreement except as herein provided. In case of Contractor's default, VRT' rights as set forth herein shall be in addition to VRT' other rights although not set forth in this Agreement.

13.3 Contractor shall not be liable for damages resulting from default due to causes beyond Contractor's control and without Contractor's fault or negligence.

ARTICLE 14 - NON-WAIVER OF RIGHTS

14.1 The failure of VRT to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

ARTICLE 15 - TERMINATION

15.1 VRT may terminate this Agreement in whole or in part, for VRT's convenience or because of the failure of Contractor to fulfill its obligations under this Agreement. VRT shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. If the termination is for the convenience of VRT, the Executive Director shall make an equitable adjustment in the Cost of Work but shall allow no anticipated profit on unperformed services. If the termination is for failure of Contractor to fulfill this Agreement obligations, as set forth below, VRT may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VRT.

15.2 If Contractor fails to perform in the manner called for in this Agreement, or if Contractor fails to comply with any other provisions of this Agreement, VRT may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. If it is later determined by VRT that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, VRT, after setting up a new performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

15.3 VRT in its sole discretion may, in the case of a termination for breach or default, allow Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of

termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to VRT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor or written notice from VRT setting forth the nature of said breach or default, VRT shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

15.4 In the event that VRT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by VRT shall not limit VRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

15.5 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VRT's rights and duties or release the parties hereto from their rights and obligations under Articles 4 and 5.

15.6 If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VRT in the exercise of its reasonable administrative discretion to continue this Agreement, or if VRT or the program for which this Agreement was executed is abolished, VRT may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days written notice.

15.7 Contractor agrees to include the above clause in each subcontract in excess of \$10,000 which is 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 sub-consultants who will be subject to its provisions

ARTICLE 16 - ENTIRE AGREEMENT

16.1 Upon acceptance of this Agreement, Contractor agrees that the provisions under this Agreement, including all documents incorporated herein by reference, shall constitute the entire Agreement between the hereto, and supersede all prior agreements relating to the subject matter hereof. This Agreement may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS

17.1 It is the policy of VRT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of VRT to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program

17.2 This Agreement is subject to 49 C.F.R. part 26 and 2 C.F.R. § 200.321. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. VRT shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, VRT may consider during its review of Contractor's submission package and Contractor's documented history of non-compliance with DBE requirements on previous contracts with VRT.

17.3 Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include the following:

17.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

17.3.2 Assuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

17.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

17.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

17.3.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

17.3.6 Requiring all subcontractors to take the affirmative steps above. (2 C.F.R § 200.321)

17.4 Contractor and its subrecipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by 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 VRT deems appropriate.

17.5 Should DBE status, as defined under Federal regulations, be claimed by Contractor, Contractor agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement.

17.6 When sub-agreements with other parties are required to fulfill the Work Program described in Exhibit A, Contractor agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Contractor will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Contractor shall provide VRT of written proof of DBE certification.

17.7 Contractor must promptly notify VRT, whenever a DBE sub-consultants performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultants to perform at least the same amount of work. Contractor may not terminate any DBE sub-consultants and perform that work through its own forces or those of an affiliate without prior written consent of VRT

17.8 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

17.9 The provisions of this Section 17 are applicable if this Agreement is expected to exceed \$250,000. In the event that this Agreement is not expected to exceed \$250,000, the provisions of this Section 17 are inapplicable.

ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS

18.1 All work performed under this Agreement shall meet the requirements of federal and state law including but not limited to the following:

18.2 Incorporation of Federal Transit Administration (“FTA”) Terms. The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (“DOT”), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as revised, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

18.2.1 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause

18.3 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 (Form FTA MA (23) dated October 1, 2016) between VRT and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

18.4 Civil Rights. The following requirements apply to this Agreement:

18.4.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 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, Contractor agrees to comply with applicable Federal implementing regulations and other **implementing requirements FTA may issue.**

18.4.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

18.4.2.1 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, 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 activities undertaken in the course of providing the services contracted for under this Agreement. 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, Contractor agrees to comply with any implementing requirements FTA may issue.

18.4.2.2 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 - 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

18.4.2.3 Disabilities In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

18.4.2.4 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.

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

18.5.1 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 the services to be provided under this Agreement. Upon execution of this Agreement, 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 this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

18.5.2 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 Contractor, to the extent the Federal Government deems appropriate.

18.5.3 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractor to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18.6 No Obligation by the Federal Government.

18.6.1 VRT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 VRT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

18.6.2 Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.7 Federal Privacy Act Requirements.

18.7.1 Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

18.7.2 Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18.8 Records Disclosure.

18.8.1 Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

18.8.2 Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

18.8.3 Contractor agrees to provide VRT, 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 Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the FTA Administrator or his/her 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.

18.8.4 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

18.8.5 Contractor agrees to permit VRT, FTA and their contractors access to the sites of performance under this Agreement as reasonably may be required.

18.9 Energy Conservation. 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.

18.9.1 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.10 Breaches and Dispute Resolution.

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

18.10.2 Performance During Dispute. Unless otherwise directed by VRT, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

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

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

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

18.10.6 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.11 Fly America.

18.11.1 Fly America Requirements. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18.12 Water Pollution.

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

18.12.2 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.12.3 The provisions of this Section 18.12 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.12 are inapplicable.

18.13 Clean Air Act.

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

18.13.2 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.13.3 Applicability. The provisions of this Section 18.13 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.13 are inapplicable.

18.14 Lobbying Limitations and Certification.

By executing this Agreement, Contractor certifies that, to the best of his or her knowledge and belief, that:

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

18.14.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor 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).

18.14.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

18.14.4 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.

18.14.5 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.14.6 The provisions of this Section 18.14 are applicable if this Agreement is expected to exceed \$100,000. In the event that this Agreement is not expected to exceed \$100,000, the provisions of this Section 18.14 are inapplicable.

18.15 Contracts Involving Experimental, Developmental, Or Research Work.

18.15.1 This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Agreement. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of this Agreement.

18.15.1.1 The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(a) Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

18.15.1.2 Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Agreement, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

18.15.1.3 Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

18.15.1.4 Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

18.15.1.5 Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Agreement is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

18.15.1.6 The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance. :

18.15.1.7 .

18.15.2 Patent Rights. This following requirements apply to each contract involving experimental, developmental, or research work:

18.15.2.1 General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, VRT and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

18.15.2.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), VRT and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

18.15.2.3 Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

18.16 Debarment and Non procurement

18.16.1 Contractor 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 Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Agreement and all related contract at any level irrespective of the contract amount. As such, Contractor certifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 18.16.1.1** Debarred from participation in any federally assisted Award;
- 18.16.1.2** Suspended from participation in any federally assisted Award;
- 18.16.1.3** Proposed for debarment from participation in any federally assisted Award;
- 18.16.1.4** Declared ineligible to participate in any federally assisted Award;
- 18.16.1.5** Voluntarily excluded from participation in any federally assisted Award; or
- 18.16.1.6** Disqualified from participation in ay federally assisted Award.

18.16.2 The certification in Section 18.16.1 is a material representation of fact relied upon by VRT. If it is later determined by VRT that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement.

18.17 Contractor agrees to include the above two clauses in each subcontract expected to equal or exceed \$25,000 or subject to a federally required audited which is financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract which satisfy either or both of these prerequisites. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.18 Contract Work Hours and Safety Standards for Awards Not Involving Construction.

18.18.1 Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

18.18.2 Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

18.18.3 Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

18.18.4 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.19 Recovered Materials

18.19.1 Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. 2 C.F.R. §200.322.

18.19.2 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the

clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.20 Safe Operation of Motor Vehicles.

18.20.1 Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company -leased” refer to vehicles owned or leased either by Contractor or VRT.

18.20.2 Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

18.20.3 Flow Down. Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CONTRACTOR:

(VENDOR NAME)

Date: _____

By: _____
Contractor Signature

Address

City/State/ZIP Code

Federal Employer #SS#

DUNS # _____

VRT EXECUTIVE DIRECTOR:

Kelli Badesheim

**EXHIBIT A
SCOPE OF WORK**

See attached vendor quote/bid on next page

SAMPLE

**EXHIBIT B
VENDOR BID**

SAMPLE