

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

**REQUEST FOR PROPOSALS
[2019-01-22]**

Automatic Passenger Counters (APC)

Issue Date: January 22, 2019

Proposal Due Date: February 22, 2019

AUTOMATIC PASSENGER COUNTERS

Solicitation No.	RFP 2019-01-22
Item Description	<p>Valley Regional Transit is seeking proposals from qualified vendors about the implementation of Automatic Passenger Counters (APC) on their fleet of fixed route transit services.</p> <p>The primary purpose of installing an APC system is to improve route planning and reporting functions. It is expected that this system will be able to reliably report on stop level and time of day ridership trends.</p>
Deadline for Proposal	Proposals are due February 22, 2019 @ 4:00 p.m. MST
Term of Agreement	The term of this agreement will be for five (5) years, commencing April 8, 2019. VRT may extend the contract for five additional one 1-year periods, based on performance. Unless otherwise noted.
Direct inquiries to Procurement Administrator	Coreen Smith, Procurement Specialist procurement@valleyregionaltransit.org 208-258-2704
Project Manager/Oversight	Stephen Hunt
Format of Proposal	<p>Electronic submissions can be sent to procurement@valleyregionaltransit.com. Subject line should include RFP 2019-01-22 APC. Pricing information should be submitted in another document separate from the proposal.</p> <p>Paper copy submission are also accepted. Please send them to the address below. Outside Envelope should note: RFP 2019-01-22 Automatic Passenger Counters</p> <p>Proposers are responsible for verifying receipt by VRT of the submittals.</p>
Send Submittals <u>no later than 4:00 p.m. MST, February 22, 2019</u>	Valley Regional Transit Attn: Coreen Smith, Procurement Specialist 700 NE 2 nd Street, Suite 100 Meridian, ID 83642
Clarification of Proposal	<p>During the evaluation of submittals:</p> <ul style="list-style-type: none"> • VRT reserves the right to reject any and all proposals, to waive any informalities and irregularities in the proposal submission process, to negotiate with any proposers, and to accept proposals which are considered to be in the best interest of VRT. • Contact any or all proposers for additional information for clarification purposes.
RFP Timeline	These dates are for planning purposes and represent the agency's desired timeline for this project. Any revision to the "Deadline for Proposals" 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 proposer will be required to comply with all EEO federal, state, and local laws and regulations.

OFFEROR'S NAME: _____

**REQUEST FOR PROPOSAL
RFP 2019-01-22
AUTOMATIC PASSENGER COUNTERS**

Activity	Timeline
RFP Issue Date	January 22, 2019
Pre-Bid Meeting	January 28, 2019
Questions Due	February 1, 2019, 4:00 p.m. MST
Proposals Due	February 22, 2019 4:00 p.m. MST
Demonstration by Invitation	March 6-8, 2019
Best & Final Offer Deadline	March 13, 2019
Notification of Intent to Award	March 14, 2019
Notice to Proceed	April 5, 2019 / Agreement

1. BACKGROUND

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)).

General Information

Valley Regional Transit (VRT) currently uses GFI Genfare (GFI) reports and periodic random sampling for all ridership information. This limits planning and reporting capabilities, and is inadequate to respond to questions asked about ridership use and transit benefits to the communities we serve.

VRT is looking to install an Automatic Passenger Counter (APC) system in order to improve planning efforts and better respond to inquiries about ridership use and trends and update our NTD reporting.

VRT currently has a number of onboard and back-office systems that provide Computer Aided Dispatch and Automatic Vehicle Locators (CAD/AVL) and NTD reporting. This proposal is not intended to replace any of those systems but rather enrich the ridership data available to VRT for planning and reporting through the addition of APC's.

VRT is currently developing a more effective data management approach and system. This future capability is not currently available. Automated integration of the APC data into VRT's existing systems is not currently a requirement of this project. How this will be accomplished is still yet to be determined. However, what is important to VRT is how your proposed APC system will allow effective and efficient data collection, storage, analysis, management, and future integration with database systems.

VRT has 57 buses, which consist of full size buses including Gillig, and New Flyers and cutaways El Dorado Aerotech, and Ford E450. The full size buses offer front kneeling and two passenger entrances one in the middle and one in the front, although the sizes may vary depending on door, make and model. The cutaways have a single passenger entrance, with a separate wheel chairlift entrance. Buses typically operate between the hours of 5AM to 9PM during the week with a handful of routes that operate on Saturdays between 6AM and 7PM. A summary of our fixed route vehicle configurations are as follows:

Description	No. of Buses	Front Door width x height(in inches)	Rear Door width x height(in inches)	Wheelchair Lift width x height(in inches)
New Flyer	8	35" x 75"	35" x 75"	
Gillig	31	35" x 75"	28" x 77"	
StarCraft AllStar	2	33" x 80"		44" x 70"
Ford E450 Bus	3	33" x 80"		44" x 70"
Ford E350 Starcraft	1	32" x 82"		45" X 7"
Glaval Shuttle Bus	3	41" x 83"		47" x 72"
Ford F550 Bus	7	41" x 88"		47" x 72"

Our buses are currently outfitted with the following on board systems:

- Transit Signal Priority devices that can be leveraged on select corridors when the buses are behind schedule;
- Cradlepoint Modems, which provide connectivity for VRT and Wi-Fi for passengers;
- GFI Genfare Oddesy Fare boxes for fare collection;
- RouteMatch tablets and Vehicle Logic Units (VLUs) for Computer Aided Dispatch/Automatic Vehicle Locator (CAD/AVL) Operations;
- We are also currently working with RouteMatch to add Automatic Voice Annunciators (AVAs) to our fixed route buses, which will provide automated stop announcements.

In addition to on-board systems the data generated by the APC may need to be integrated with other databases such as FleetNet and RouteMatch. FleetNet is currently VRT's accounting, procurement, and maintenance tracking system and also maintains all our operational data (including fixed route ridership). RouteMatch also has important operational data, mostly for our specialized transportation services.

2. Scope of Work

Proposers must review and respond to each item in this scope of work.

VRT requests proposals for APC systems to be installed in its fixed-route vehicles and may need to be integrated with existing revenue and ridership systems and CAD/AVL systems. Included with the APC hardware will be analytical software allowing display, cross-comparison and manipulation of data gathered through the APCs and onboard GPS systems.

APC HARDWARE AND PERFORMANCE REQUIREMENTS

- A. The APC system will leverage existing systems when possible rather than implementing systems that result in duplicate functionality, unless redundant systems improve system reliability.
- B. The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes and runs;
- C. Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 95%;
- D. The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings;
- E. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment;
- F. The APC system will be installed according to industry standards and recommended practices;
- G. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for their purposes;
- H. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements;
- I. A protective filtering device will be installed to protect the APC system, its memory and raw data from electrical fluctuation typically found in a transit bus, including but not limited to -- over voltage, under voltage, transient power surge/dip during engine or other transit bus equipment startup, alternator noises, etc.;
- J. The APC system equipment provided will be transferable to other transit buses as the need arises.
- K. The vendor will be responsible for any additional equipment, e.g. WLAN telemetry needed for integrating with existing system where necessary.
- L. The APC system data output should be NTD Certifiable and should include the initial verification as part of the submission

PASSENGER COUNT SENSORS

The passenger counting sensor features will include but not be limited to the following:

- A. Acquisition of passenger counts by means of sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock / clock synchronization features for accurate time/date stamp mark of data;
- B. Detection zones will be fully adjustable for the requirements of different bus designs;
- C. Counting accuracy will not be affected by normal variables including, but not limited to:
 - a. The reasonable speed at which a person passes under the sensor.
 - b. By a passenger remaining immobile at the sensor location.
 - c. By any other obstruction of the sensor.
 - d. By variations in light and temperature within the operational specifications of the APC system.
- D. Obstruction of the counter (passengers remaining immobile in the counter sensor field) that could affect the count accuracy will be noted in the data;
- E. Counting accuracy will also include features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or briefcases onto the vehicle;
- F. The sensors will differentiate between boarding and alighting passengers from either door of the vehicle;

- G. Sensors that provide additional data collection for boarding and alighting passenger's mobility devices(including Bicycles), passenger type (e.g. Adult, small child, etc.) and other potentially helpful data is preferred.

GPS/ ONBOARD DATA LOGGING SYSTEM

Unless redundant systems improve system reliability, the Global Positioning System (GPS)/onboard data logging system should be fully integrated with existing onboard systems if they are not, they should include, but not be limited to the following features:

- A. Accurate location of the bus through GPS data as passengers board and alight, in order to identify the bus stop and the route being traveled.
- B. All gathered information will be stored by, and be accessible from, onboard digital data storage, with data transmittable via cellular modem or to a wireless local area network.

DATA ACQUISITION SYSTEM

Specific requirements for the data acquisition system should be as follows:

- A. Onboard system will allow data from APC/GPS to be collected and stored with generous capacity – measured in days of operation -- for storing registered data, and based on time intervals, numbers of stored records, etc. (subject to factors including the number of routes, etc.);
- B. APC system has provision for wireless data transfer between each transit vehicle and a server through a wireless local area network or cellular modem;
- C. Data stored in the onboard APC system can be downloaded manually when needed;
- D. The receiving equipment will confirm transmission/receipt of the raw data to VRT servers;
- E. VRT will have internet access to raw data.
- F. Data output should preferably leverage a high level of automation to minimize steps required for data extraction, Route/Trip/Stop level association, and overall ease of use.
- G. Data output will be available in ASCII, or similar format, with compatibility to Microsoft Office Suite;
- H. Information should be made accessible via a familiar interface that requires minimal end user training such as HTML
- I. Standard reports will include the ability to track and report all operational data needed for the Federal Transit Administration (FTA) National Transit Data (NTD) reports, including tracking of passenger miles;
- J. The APC system should be able to accurately report on both generalized route information without losing spatial and temporal resolution of ridership activity, i.e. the location, time and date of individual events.
- K. The APC system should have a clear plan for managing the APC data in both the short term when there may be a need for very granular data and the long term when more generalized data is necessary for historical purposes.
- L. The APC system will include an error /failure log feature.
- M. The system shall conform to all applicable Society of Automotive Engineers (SAE) standards.

DATA INTEGRATION

APC systems are capable of generating massive amounts of data that can be used for planning, operational analysis and required reporting. The utility and accessibility of this data can be greatly impacted by how the data transfers from the vehicle to a server and is integrated with other reporting systems such as RouteMatch and FleetNet.

- A. The vendor will ensure that the APC system will have a simple automated data transfer from the vehicle to the APC server.

- B. Vendor will work with VRT to ensure a seamless transfer of data into existing reporting systems and make recommendations for how to leverage reporting capabilities.

TRAINING

The Vendor will provide training for authorized personnel to ensure satisfactory competence in using the APC system, including the software applications, data processing, report generation, and system administration. To wit:

- A. Adequate training will be provided on the use and maintenance of the APC hardware leading to a satisfactory level of competence by the appropriate Valley Ride and VRT administrative, operational, maintenance, technical, and transit service operators;

SOFTWARE UPDATES AND UPGRADES

The APC system software will be field upgradeable.

The Vendor will provide software updates for a minimum period of five (5) years from the date of VRT's acceptance of the installation of the initial procurement, without additional cost to VRT. Any and all hardware or software licensing or maintenance fees as well as reoccurring will be noted in Vendor's submission.

DEMONSTRATION AND BEST AND FINAL OFFER

Based on the proposals received, a short-list of vendors will be selected. These short-listed vendors will be invited to be onsite at VRT facilities to learn more about VRT's existing onboard systems and databases and demonstrate their APC solution and any required integration. Short listed vendors will be provided the option to revise their proposals and provide a best and final offer based on information learned from open discussions with VRT staff. The best and final submission can include revised proposed approach, equipment, software, and cost.

3. Submittal Requirements

In submitting responses, Proposers are to be aware that VRT strongly considers the completeness of the submittal to be the most important. Clear and effective presentations are preferred. The cover letter shall clearly contain the RFP title and the respondent's name.

Submitted electronic RFP response must include the following information:

- a. **Coversheet** of the RFP included, See Page #1, above, with Proposer's name at the bottom of summary page.
- b. **Cover Letter** addressed to Coreen Smith, Procurement Specialist, should serve as both an introduction of the Proposer and an overview of the proposal. Introduction should
 - i. Identify the project manager,
 - ii. Provide contact information (physical address, telephone number, and email) statement confirming the commitment of key personnel identified in the submittal to the meet VRT's

quality and schedule expectations.

iii. No price information shall be included in the Cover Letter.

iv. Include a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for proposal.

c. 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.

i. Project Approach / Work Plan:

- Complete scope of work proposed installation
- Outline of Implementation Schedule
- Plan for installation and recommendations for integration with existing systems or stand-alone solutions
- Plan for initial verification of data output for NTD Acceptance

ii. Firm Qualifications and Relevant Experience:

- Provide a brief overview of your company qualifications, organization structure, products or services
- Describe your company's experience and key achievements pertaining to the Scope of Work in this document.
- Identify the key challenges and risks that may be addressed
- Describe any experiences in guiding agencies through the process of implementing APC's and maximizing their potential of the data for planning and reporting.
- Describe how you would seamlessly integrate with our other data systems

d. References: Complete Part 9 with references for three directly applicable projects with current contact information. Include references for sub-consultants, if applicable.

e. Price Proposal: In a complete price proposal, including page XXX, should be submitted in a separate file or envelope. The proposer shall include a cost breakdown, which should distinguish between any one-time costs and any recurring costs as well as interval of occurrence.

f. Offeror's Information and Certification: Completed Part 8 with official signature(s) and date(s).

g. Conflict of Interest Affidavit: Exhibit A with official signature(s) and date(s).

h. Lobbying Certificate: Exhibit B with official signature(s) and date(s).

i. Certificate of Lower-Tier Participant: Exhibit E with official signature(s) and date(s)

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

The following represent the principal selection criteria, which will be considered during the evaluation process of the Proposals.

a. Responsive / Responsible



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

b. Qualifications and Experience of the Firm

c. Price Proposal

Your firm's proposal should have a thorough and accurate revenue Proposal for each contract term (required) detailing what the Proposer intends to pay VRT. The Evaluation Committee will determine if the revenue is fair and reasonable and the best value.

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

d. Project Approach/Work Plan

VRT will be looking specifically at how your firm will ensure that the work that your firm will be doing will directly drive towards our business goals and priorities. This will include offering a step-by-step guide for planning and implementing the project(s) and reporting requirements.

e. Written Responses

Your responses should provide a thorough understanding of what VRT requirements are and specific questions to each Task. Address all important elements of the question.

f. References

A minimum of three references for e is required of clients you are currently serving.

5. Evaluation

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

Proposals 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 Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Proposers are advised that detailed evaluation forms and procedures will follow the same Proposal format and organization as specified in Evaluation of Proposal Criteria of this document. Therefore, Proposers shall pay close attention to this format and instruction. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer's Proposal submittal.

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



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

Upon completion of reviews, individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

VRT reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request for best and final offer. VRT additionally reserves the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of the VRT. In any event, VRT reserves the right to accept the Proposal(s) it deems to be the best. All unsuccessful Proposers will be contacted notifying them of their status.

These criteria are presented to allow the VRT the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.

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 RFP 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 RFP. The Prime-Offeror is responsible for all Sub-Offerors and their compliance to all standards of this RFP.

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

8. Responsive and Responsible – Proposer Information and Acknowledgements

a. Submittal Checklist for RFP 2019-01-22 APC



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

- One set and (1) Original of your proposal package and One (1) Sealed Copies of the Financial Compensation/Revenue Generation proposal.
- Cover Letter including your interest in being considered, why you should be selected and experience
- VRT Responsive and Responsible - Proposer Information and Acknowledgement
- Addendum(s) (as issued)
- Completed Price Proposal
- Affidavit of Non-Collusion/Conflict of Interest – Exhibit A
- Lobbying Certification (if applicable) – Exhibit B
- Insurance Certification – Exhibit C
- SBE/DBE Certification –Exhibit D
- Certificate of Lower-Tier Participant - Exhibit E (if applicable)
- Statement of No Proposal –Exhibit H
- Proposal Deviation Form – Exhibit I
- Affirmative Action Requirement

Submitted Proposal contains all completed Forms/Certifications as listed above

Authorized Signature: _____ Date: _____

b. Acknowledges Receipt of the Following Addenda:

ADDENDA	DATE
1.	
2.	
3.	

c. Identity of Proposer and Acknowledgements

<p>Acknowledgement Attachment 2: I have read the Professional Services Agreement and agree to the terms of the agreement.</p>	
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Acknowledgement:

Exhibit F: I have read the Exhibit F Special Terms and Conditions.

The undersigned certifies as follows:

- i. That he/she has read and understands all requirements and specifications of the request for proposal; and
- ii. That he/she agrees to all requirements, specifications, terms, and conditions of the request for proposal referenced above; and
- iii. That he/she will furnish the designated item(s) and /or service(s) as quoted in the request for proposal; and
- iv. 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.

Proposer 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 Proposals package, including the General Conditions section of the Request for Proposals.



Proposer 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 proposals. If awarded the contract, Prime-Offendor 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.

Proposer:

Signature

Title

9. Price Proposal

Proposer is to complete this Revenue Proposal form in compliance with Part 9 of this RFP.

The Price Proposal shall include all labor, materials, tools, equipment, transportation and other costs necessary to fully complete the procurement pursuant to the Proposal terms, conditions and specifications.

Total Implentation Cost	\$
Total Annual Cost	\$

Any additional cost please list and explain:

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____
Authorized Official

10. Required References:

Proposer 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. Responses received without the required references cannot be considered and will be rejected.

PROPOSERS (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:

Article I. 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 an 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.

Article II. 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 Proposer 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 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. 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 PROPOSER 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 Proposer or Offeror's Authorized Official _____

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

Date _____

EXHIBIT C

CERTIFICATES OF INSURANCE

This Exhibit C is made with respect to the Revenue Generating Agreement (the "Agreement") between Owner and Proposer 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. Proposer, 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 Proposer and such coverage and limits shall not be deemed as a limitation on Proposer'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 Proposer'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 Proposers, 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. Proposer 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 Proposer 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 Proposer’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, Proposer’s policies must provide coverage for them and their work. Certificates evidencing coverage under Proposer’s policy must be provided to Owner before subcontractors or suppliers are permitted on the site of the project. Proposer shall be responsible for ensuring that established coverages are maintained by all subcontractors performing work for Proposer under the Agreement or any Exhibit D.

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

EXHIBIT D

CERTIFICATE OF SMALL BUSINESS STATUS
(Proposer 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.

Proposer Name _____

Address _____

City, State, Zip _____

Telephone _____

Tax Identification: _____

Corporate Status^{1[1]} _____

1. 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: _____

EXHIBIT E

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion**

For use by sub-contractors who submitted proposals 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 Regional Transit Regional Office, 700 NE 2nd St., Suite 100, Meridian, ID
- 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-Officer responsibility does not prohibit Sub-Officer or joint ventures provided that the successful Prime-Officer assumes the following responsibilities: The requirement for Prime-Officer responsibility does not prohibit Sub-Officer or joint ventures provided that the prime successful Prime-Officer assumes the following responsibilities: (1) serves as the sole general Prime-Officer with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Officers, 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-Officer 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-Officer under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Officer 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-Officer shall procure, maintain, and keep in force, at Prime-Officer'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-Officer shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime-Officer shall have and maintain, at Prime-Officer'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-Offeror 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-Offeror 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 RFP.
- h. Guarantee:** The successful Prime-Offeror 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- Offeror 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.

Proposer 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 Proposer objects to such award, such Proposer 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 Proposer, 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 RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP 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 proposals 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 RFP.
- 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. Proposer Response:** No Additional Terms and Conditions: Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by a Proposer, 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 Proposer 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 Proposer; 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:** Vanessa Wendland, Accounting and Procurement Specialist at Valley Regional Transit shall assist in the central administration, procurement and execution of this contract: Email: procurement@valleyregionaltransit.org. Phone (208) 258-2795. 700 NE 2nd St. Suite 100 Meridian, ID 83642

Contract Management: VRT Project Manager, Stephen Hunt shall administer this contract, once executed.

EXHIBIT H

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 RFP # 2019-01-22 for the following reasons:

- Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the RFP
- 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 I

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 _____

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS
SELLER AND BUYER AGREEMENT**

1. SHIPMENT AND DELIVERY.

(a) **PACKAGING OF GOODS.** Seller at their cost will package goods in accordance with good commercial practice, to secure the lowest appropriate transportation cost, consistent with requirement of the common carrier and with the applicable specifications. Each shipping container will be marked as follows: (1) Seller's name and address; (2) Agency name and address; and (3) Purchase Order number. Valley Regional Transit's count or weight will be conclusive on shipments not accompanied by packing lists.

(b) **TITLE AND RISK OF LOSS.** Title and risk of loss of the goods will not pass to Valley Regional Transit until Valley Regional Transit actually receives and takes possession of the goods at the place of delivery, verified by signed delivery receipt. Valley Regional Transit will have the right to inspect and reject goods at delivery if specifications are not met.

(c) **TRANSPORTATION CHARGES.** F.O.B. Destination, Freight Prepaid and Allowed unless delivery terms are specified otherwise in bid. If the quoted delivery terms do not include transportation costs, Valley Regional Transit will reimburse Seller for costs in the amount specified in Seller's bid, or actual costs, whichever is lower.

(d) **PLACE OF DELIVERY.** The place of deliver will be that set forth on the purchase order under "Ship To". Any change thereto will be effected by modification as provided for in Clause Ve., "Modifications," hereof.

(e) **RIGHT OF INSPECTION.** Valley Regional Transit will have the right to inspect and reject the goods at delivery without liability to Seller.

2. PAYMENT

(a) **INVOICES AND PAYMENT.** Seller will submit separate invoices, on each purchase order after each delivery, which will include: (1) the purchase order number; (2) itemized prices and transportation charges, if any, and a copy of the bill of lading and the freight waybill when applicable. Payment will not be due until the above instruments are received by Valley Regional Transit. Payment will be made within 45 days of receipt. Suppliers will advise Valley Regional Transit of any changes in remittance address.

(b) **TAXES.** Valley Regional Transit is exempt from most Federal Excise, State or Valley Regional Transit sales taxes. Valley Regional Transit will furnish tax-exemption certificates, if requested.

(c) **PRICE INCREASE.** If prices billed are higher than specified in the purchase order the new prices must be approved by Valley Regional Transit prior to shipment.

3. WARRANTIES

(a) **WARRANTY & INDEMNITY.** Goods and services to be provided hereunder are to be warranted of merchantable quality, free of defects of material, design, or workmanship, and suitable for ordinary use. Seller agrees to defend, protect and save and hold harmless Valley Regional Transit and its employees against all suits in law or in equity, and from all damages, claims, demands and judgements for alleged or actual breach of warranty, negligence, insufficiency or illegality of design, manufacture, fabrication, assembly, processing, labeling or infringement of patents or copyrights, arising from the purchase, resale or use of the articles to be supplied hereunder.

(b) **LAWS.** Seller certifies that all goods on this order are in compliance with all Federal, State, and City laws.

(c) **WARRANTY OF TITLE.** Seller warrants that the title to all material, supplies and equipment furnished under the contract are free of liens and encumbrances.

4. IV DEFAULT, TERMINATION

(a) **TERMINATION.** The performance of work under this order may be terminated in whole or in part by Valley Regional Transit by a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Valley Regional Transit will not be liable to Seller for any work done or materials purchased after such termination or for lost profits or other damages. Such right of termination is in addition

to and not in lieu of rights of Valley Regional Transit otherwise set forth in this contract. Seller's failure to effect delivery by date specified will entitle Valley Regional Transit to cancel this order on 24 hours notice, at Valley Regional Transit's option.

(b) **FORCE MAJEURE.** If either party hereto is delayed in carrying out its obligations under this contract because of acts of God, war or riot or labor stoppages, the party will give notice and full particulars of such delay supported by sufficient evidence, in writing, to the other party within a reasonable time after occurrence of the delay and the time for performance by the party will be extended by the number of days of the delay, except as hereinafter provided.

(c) **RIGHT TO ASSURANCE.** Whenever Valley Regional Transit has reason to question the Seller's intent to perform, Valley Regional Transit may demand that the Seller give written assurance of this intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, Valley Regional Transit may treat this failure as an anticipatory repudiation of the Contract.

5. GENERAL PROVISIONS

(a) **ASSIGNMENT.** No right, interest or obligation in or under this contract will be assigned or transferred by Seller without the written consent of Valley Regional Transit. Any attempted assignment or transfer by Seller without such consent will be ineffective.

(b) **CONTRACTS.** If a contract exists between the seller and Valley Regional Transit for this purchase the contract terms will take precedence.

(c) **ADDENDA.** All addenda will be in writing and any addenda attached to this contract are incorporated into and are a part of this contract when applicable.

(d) **WAIVER.** No waiver of a claim or right arising out of a breach of this contract will be effective unless it is supported by consideration as in writing signed by the aggrieved party.

(e) **MODIFICATIONS.** This contract can be modified only by written agreement signed by both parties.

(f) **SUBSTITUTES.** Seller will not, at any time, substitute replacement goods for any materials ordered or otherwise deviate in any manner from the specifications contained in the order.

(g) **FEDERAL REGULATIONS.** Purchases by Valley Regional Transit that are funded with federal funds are subject to additional regulations and requirements which are specified in attached "Federal Requirements" which are incorporated and are a part of this contract. In the event of a conflict between a applicable Federal Requirements and these terms and conditions, the Federal Requirements prevail. Further, the Federal Requirements will prevail over any of Seller's general terms and conditions.

(h) **PROBLEM RESOLUTION.** Valley Regional Transit has a procedure for resolution of all disputes or problems related to purchases that provides certain rights to the Seller and to Valley Regional Transit. Valley Regional Transit will assist any Seller in understanding their rights (208-846-8547).

FEDERAL REQUIREMENTS

1. **Incorporation of Federal Transit Administration ("FTA") Terms.** The provisions of the Standard Purchase Order Terms And Conditions ("**Terms**") 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 Terms. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 the Terms. Seller 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.

(a) **Flow Down.** Seller 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.

2. **Federal Changes.** Seller 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, and as they may be amended or promulgated from time to time during any period VRT may submit a purchase order. Seller's failure to so comply shall constitute a material breach of the Terms.

3. Civil Rights

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

(b) **Race, Color, Creed, National Origin, and 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, Seller 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 good ordered by VRT. Seller 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, Seller agrees to comply with any implementing requirements FTA may issue.

(c) **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, Seller agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Seller agrees to comply with any implementing requirements FTA may issue.

(d) **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, Seller agrees that it will not discriminate against individuals on the basis of disability. In addition, Seller agrees to comply with any implementing requirements FTA may issue.

(e) **Flow Down.** Seller agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

(a) Seller 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 goods provided to VRT. Upon delivery of the goods or services, Seller 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 any goods delivered, services provided, purchase order, the Terms or the FTA assisted project for which the goods are provided. In addition to other penalties that may be applicable, Seller 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 Seller to the extent the Federal Government deems appropriate.

(b) Seller 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 Seller, to the extent the Federal Government deems appropriate.

(c) **Flow Down.** Seller 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 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.

5. No Obligation by the Federal Government

(a) VRT and Seller acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to the Terms and shall not be subject to any obligations or liabilities of VRT, Seller, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Terms.

(b) **Flow Down.** Seller 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 sub-consultants who will be subject to its provisions

6. Records Disclosure.

(a) Seller will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Terms 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.

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

(c) Seller 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 Seller which are directly pertinent to the Terms for the purposes of making audits, examinations, excerpts and transcriptions. Seller also agrees to provide the FTA Administrator or his/her authorized representatives including any PMO contractor access to Seller'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.

(d) Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) Seller agrees to permit VRT, FTA and their contractors access to the sites of performance under the Terms as reasonably may be required.

7. Termination Provisions.

(a) **Termination for Convenience.** VRT may terminate any order or future orders, in whole or in part, for VRT's convenience or because of the failure of Seller to fulfill its obligations under the Terms. VRT shall terminate by delivering to Seller a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Seller shall (1) immediately discontinue all deliveries (unless the notice directs otherwise), and (2) deliver to the VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the purchase order, whether completed or in process. If the termination is for the convenience of VRT, the Executive Director shall make an equitable adjustment in the purchase price but shall allow no anticipated profit on undelivered goods or unperformed services. If the termination is for failure of Seller to fulfill the purchase order, VRT may obtain the goods or services from a third party and Seller shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Seller 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 the VRT.

(b) **Termination for Default.** If Seller fails to perform in the manner called for in the purchase order, or if Seller fails to comply with any other provisions of the Terms, VRT may terminate the purchase order for default. Termination shall be effected by serving a notice of termination on Seller setting forth the manner in which Seller is in default. Seller will only be paid for goods delivered in accordance with the manner of performance set forth in these federal clauses. If it is later determined by VRT that Seller 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 Seller, VRT, after setting up a new performance schedule, may allow Seller to continue work, or treat the termination as a termination for convenience.

(c) **Opportunity to Cure.** VRT in its sole discretion may, in the case of a termination for breach or default, allow Seller 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 Seller fails to remedy to VRT's satisfaction the breach or default or any of the terms, covenants, or conditions of the purchase order or these Terms within ten (10) calendar days after receipt by Seller or written notice from VRT setting forth the nature of said breach or default, VRT shall have the right to terminate the purchase order without any further obligation to Seller. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Seller and its sureties for said breach or default.

(d) **Waiver of Remedies.** In the event that the VRT elects to waive its remedies for any breach by Seller of any covenant, term or condition of the purchase order of the Terms, such waiver by the VRT shall not limit the VRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of the purchase order or the Terms.

(e) **Accrued Rights / Post-Termination Obligations.** Termination of the purchase order 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 the purchase order. No termination of the purchase order, however effectuated, shall affect VRT's rights and duties or release the parties hereto from their rights and obligations hereunder.

(f) **Non-Appropriation.** 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 contract, or if VRT or the program for which the purchase order or made is abolished, VRT may terminate the purchase order without further liability by giving Seller not less than thirty (30) days written notice.

(g) **Flow Down.** Seller 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.

8. Energy Conservation

(a) Seller 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.

(b) **Flow Down.** Seller 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.

9. Debarment and Nonprocurement.

(a) Seller 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 purchase order and the Terms and all related contract at any level irrespective of the contract amount. As such, Seller 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:

- (i) Debarred from participation in any federally assisted award;
- (ii) Suspended from participation in any federally assisted award;
- (iii) Proposed for debarment from participation in any federally assisted award;
- (iv) Declared ineligible to participate in any federally assisted award;
- (v) Voluntarily excluded from participation in any federally assisted award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) The certification in Section 9(a) is a material representation of fact relied upon by VRT. If it is later determined by VRT that Seller 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. Seller agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 for all purchase orders.

(c) Seller 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.

10. Recovered Materials.

(a) Seller 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.

(b) **Flow Down.** Seller 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 clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions

