

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

**REQUEST FOR BIDS**

**2019-01-29**

**Overhaul of Natural Gas Compressors  
Ada County Maintenance Facility**

**Issue Date: January 29, 2019**

**Bid Due Date: February 12, 2019**

<b>RFB Number</b>	RFB 2019-01-23
<b>RFB Title</b>	<b>Overhaul of Natural Gas Compressors – Ada County Maintenance Facility</b>
<b>Item Description</b>	Valley Regional Transit is seeking a vendor to provide rebuild and associated service for two CNG Compressors five-thousand (5,000) hour overhaul. This will involve rebuilding the upper end of their two (2) IMW/Atlas Industries Model #50/150 S3 4000 reciprocating natural gas compressors.
<b>Term</b>	Services for this effort including equipment orders are to commence not later than three (3) weeks after date of contract commencement. Overhaul of both compressors is expected to be completed no later than one hundred and fifty (150) days after commencement of work.
<b>Deadline for Submittal</b>	Bids Due: February 12, 2019 4:00 p.m. MDT
<b>Direct Inquiries and Send Submittals to</b>	Coreen Smith, Procurement Specialist  208.258.2704
<b>Project Manager</b>	Jacob Hassard
<b>Format of Submittals included in Item # 4.</b>	<ol style="list-style-type: none"> <li>1. Email Bids to:             <ol style="list-style-type: none"> <li>a. Valley Regional Transit Attn: Coreen Smith, Procurement Specialist: <a href="mailto:procurement@valleyregionaltransit.org">procurement@valleyregionaltransit.org</a></li> </ol> </li> <li>2. Mailed/Delivered Bids will also be accepted: 700 NE. 2<sup>nd</sup> Street, Suite 100, Meridian Idaho 83642</li> <li>3. Respondents are responsible for verifying receipt by VRT of the submittals.</li> </ol>
<b>Clarification of Submittals</b>	<p>During the evaluation of submittals, VRT reserves the right to the following:</p> <ul style="list-style-type: none"> <li>• Contact any or all proposers for additional information for clarification purposes,</li> <li>• Reject any bids that are not responsive or complete.</li> <li>• At its sole discretion, waive disqualifying errors or gain clarification of error or information.</li> </ul>
<b>RFB Calendar Timeline</b>	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 proposer will be required to comply with all EEO federal, state, and local laws and regulations.

**OFFEROR'S NAME:** \_\_\_\_\_

**REQUEST FOR BIDS**  
**RFB 2019-01-29**  
**Overhaul of Natural Gas Compressors**

Activity	Timeline
<b>RFB Issue Date</b>	January 29, 2019
<b>Questions Due</b>	February 5, 2019, 4:00 p.m. MDT
<b>Bid Due</b>	<b>February 12, 2019 4:00 p.m. MDT</b>
<b>Submittal Review and Selection</b>	February 13-February 15, 2019
<b>Notification of Intent to Award</b>	February 18, 2019
<b>Notice to Proceed</b>	February 26, 2019

**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 intends to acquire upper end five-thousand (5,000) hour overhaul of their two (2) IMW/Atlas Industries Model #50/150 S3 4000 reciprocating natural gas compressors as required herein.

By submitting a Bid, the Contractor warrants they are able to meet all requirements set forth herein.

VRT expects to award one contract to the Contractor whose bid is deemed most advantageous to VRT.

**2.1 Requirements**

- a. The Contractor must be capable of providing VRT with the items and services described by this bid invitation and resulting contract without delay or substitution.
- b. The Contractor must be an established firm with facilities and personnel necessary to enable delivery of the items and services within the timeframe required.
- c. The Contractor must provide evidence they have the experience and qualifications necessary in order to effectively and safely repair the equipment described herein:
  1. Contractor must provide evidence of experience performing work on natural gas compressors substantially similar to the work being required herein (see Required References section, below).
- d. Contractor must be available in a timely manner and provide timely turnaround.
- e. Contractor shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary in order to provide the services required hereunder.

- f. The Contractor shall keep VRT aware of the progress and quality of the services.
- g. Contractor agrees and acknowledges that VRT is relying on Contractor's represented expertise and ability and Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the industry or profession and to further the interests of VRT in accordance with VRT's requirements and procedures described herein.
- h. VRT at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder and the Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by VRT, nor shall the Contractor be released from any liability by reason of approval by VRT.
- i. Estimated Requirements are not Guarantees. If the description of work listed below does not clearly provide for any and all necessary steps to complete the project objective as a whole, that fact shall not constitute the basis for any price adjustment. This effort is designed to complete an objective and the specific details listed below should not be considered to be a line by line directive of tasks. Any conflicting, overlapping or unclear guidance or directive shall be considered to default to the most conservative guidance, requirement or directive.

**j. VRT Compressors**

QTY.	BRAND	MODEL	SERIAL #	LAST SERVICE		TOTAL	
				Hours	Date	HOURS as of:	Date
1	IMW/Atlas Twin	50/150 S3 4000	8105/99006-1	20,634	11/08/13	27,370.2	12/15/18
1	IMW/Atlas Twin	50/150 S3 4000	8105/99006-2	14,731	03/31/08	27,864.9	12/15/18

**k. Scheduling**

Services for this effort including equipment orders are to commence not later than three (3) weeks after date of contract commencement. Overhaul of both compressors is expected to be completed no later than one hundred and fifty (150) days after commencement of work.

Overhaul of the second compressor will not commence until after completion of the overhaul of the first compressor (Contractor and VRT Maintenance Supervisor will mutually agree upon which compressor will be first to be overhauled). After completion of overhaul of first compressor it will be placed in service for a minimum of one-week prior to commencement of work on the second compressor in order to maintain a minimum level of fueling at the facility.

Since the continuous maintenance and operation of vehicles is of the utmost importance and may sometimes be of an emergency nature, it is necessary that the Contractor schedule work so the functioning compressor is available for use during bus fueling hours (Monday through Saturday, 5:00 AM to 10:00 PM).

**l. Check-in/Log Out**

Prior to commencing work after arrival at VRT Contractor must first sign in at reception area and will check in with the VRT Maintenance Supervisor or Director of Maintenance. Contractor will check in with the designated VRT contact person at time of arrival and will log out at reception area immediately prior to departure.

**m. Progress of Overhaul/Compressor Status**

Contractor will make the Maintenance Supervisor or Director of Maintenance aware of the progress of the overhauls and aware of the working status of the compressors prior to departing the job site.

**n. Overhaul Protocol**

Contractor will disassemble and inspect each compressor and will replace all the parts described in the referenced maintenance manual. Contractor will also replace any of the parts Contractor and VRT Director of Maintenance agree are also in need of replacement as a result of the required disassembly and concurrent inspection.

After inspection and replacement of parts Contractor will reassemble and test-run the compressor while monitoring all pressures and temperatures to be sure they are within manufacturer's recommended pressure and temperature ranges. Contractor will check all compressor operations, check for leaks and repair any leaks as necessary. After completion of overhaul of first compressor it will be placed in service for a minimum of one-week prior to Contractor's commencement of disassembly / inspection / overhaul work on the second compressor.

**o. Ordering of Parts/Parts Orders Packing Slips**

Contractor will be responsible for placing timely order(s) for all parts determined to be necessary as a result of Contractor's inspection. If parts are sent to the VRT site contractor will work with parts supplier to assure a Packing Slip will accompany all parts deliveries and all Packing Slips will include at least the following information:

1. Supplier's Name, Address & Contact Information
2. Ship to address
3. Order Date
4. Customer's Contact Name
5. Customer's Order #
6. Customer ID #
7. Supplier's Order Reference # (if applicable)
8. Supplier's Contact Name or Contact ID # (if applicable)
9. Quantity Ordered
10. Quantity Shipped & Unit of Measure
11. Part # and Item Description
12. Part or Item Serial Number (when applicable)
13. Back-order information (when applicable)

**p. Allowed Charges**

The allowed charges will include the work actually performed on both compressors and any approved change orders or field adjustments issues in writing. VRT will be under no obligation to pay for parts or labor not following this pattern.

**q. Work Schedule/OEM Parts**

Starting with the compressor the VRT Director of Maintenance agrees should be first inspected and overhauled the Contractor will disassemble, inspect and overhaul the compressor to include replacement of all parts as required herein. Only Manufacturer's OEM parts are to be used; all parts must be IMW Industries approved parts unless specifically approved by VRT in writing. Unauthorized substitutions for any parts are not allowed.

**r. Remanufactured Parts**

Remanufactured parts will be allowed, however in those circumstances where remanufactured parts are proposed to be utilized, the vendor will obtain written VRT approval prior to ordering any remanufactured part.



**s. Items/Packaging & Marking**

All parts furnished and installed must be new, unused, not previously installed, and in the manufacturer's individual original, standard package, clearly marked as to item number and contents unless as noted above.

**t. Warranty**

The Contractor guarantees that the parts provided are genuine standard new stock products specifically designed for use with original equipment and that no item/part shall be substituted contrary to the manufacturer's recommendation.

Every item/part delivered shall be guaranteed against faulty material and workmanship in accordance with the parts manufacturer's standard warranty. Any faulty part or product shall be immediately replaced by the Contractor at no additional cost to VRT when all applicable data is supplied.

**u. Authorization for Inspection, Acceptance & Returns**

The VRT Director of Maintenance, 4788 S. Orchard St., Boise, ID 83705, or his/her authorized designee shall serve as liaison between VRT and the Contractor with regard to parts order placement, inspection & acceptance of delivered parts, and authorization of returns.

**v. Safety**

Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder by the Contractor. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**w. Warranty**

Contractor will provide a manufacturer's warranty covering all parts having been installed. Should an installed part fail during the manufacturer's warranty period the Contractor will be responsible for installing the manufacturer's supplied warranty replacement part on-site at VRT within a minimum sixty-day period of time and at no additional charge.

**x. Used/Removed Parts**

All used/worn parts such as pistons, piston rods, cylinders, cylinder liners, etc., etc. removed from VRT compressors by Contractor are to remain the property of VRT and must be left with the VRT Director of Maintenance. Contractor will not dispose of any VRT property without written approval.

**y. Additional Information/Conditions Concerning Parts & Installation**

Purchase and installation of any of the items described in the scope of work depends on actual need as determined by Contractor's inspection and is subject to prior approval by VRT Director of Maintenance. If Contractor determines an ADDITIONAL ITEM part is in need of replacement and if VRT Director of Maintenance so approves Contractor will install the new part. If the inspection reveals an existing item is not in need of replacement, or if the VRT Director of Maintenance does not approve, the ADDITIONAL ITEM part will not be installed. VRT and Contractor will work together to mutually agree upon appropriate order/installation times for any of the ADDITIONAL ITEM parts agreed to be necessary.



### 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, with 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 not exceed 10 pages front and back.
- c. Unnecessary samples, attachments, elaborate promotional material or documents not specifically asked for should not be submitted.
- d. Emailed, Mailed or Delivered bids should be received no later than the due date and time.
- e. Any communication regarding this active procurement (i.e. questions, clarifications, etc.) will be through Coreen Smith, Procurement Specialist. Any communication with other VRT personnel will result in disqualification.

### 4. Submittal Requirements

- a. **Completed Submittal Check List (Part 7)**, which includes Acknowledgement of Addenda Page and Identity of Bidder and Acknowledgements.
- b. **Bids** submitted in response to this **solicitation shall be in the English language**. Offers received in other than English shall be rejected.

### 5. Evaluation Criteria and Award of Contract

#### a. Responsive / Responsible

Part 7 and its contents will be reviewed under this section for determining Bidders 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 VRT that it has the integrity, skill, and the time specified. All Bidders shall complete and submit Part 7 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.

#### b. Qualifications and Experience of the Firm

#### c. Price Proposal

Submittal in separate .pdf or envelope included with and as a part of your solicitation response, the Bidder shall complete Part 8 - Only one signed copy is necessary.

#### d. Project Approach/Work Plan

VRT will be looking specifically at how your company will ensure that the work will be done in a timely manner and that it will meet all of the requirements.

#### e. References

A minimum of three references (Part 9) is required of clients you are currently serving.



## 5.1 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.

Bids 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 Bidder format and organization as specified in Evaluation 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 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.

All unsuccessful Contractors will be notified of VRT's final decision.

## 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, final negotiations and applicable documents used to award and proceed with this effort.

**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 Contractor:** The Offeror or Contractor is the primary contact with Valley Regional Transit and is responsible for all services for which it is submitting an RFB. The Contractor 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 Contractor 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. Responsive and Responsible – Bidder Information and Acknowledgements

### a. Required Bidder Forms

#### 1. Submittal Checklist for RFB 2019-01-29:

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

- VRT Responsive and Responsible – Identity of Bidder and Acknowledgement
- Completed Proposed Scope of Work/Pricing - Part 8
- Completed Required References - Part 9
- Affidavit of Non-Collusion/Conflict of Interest – Exhibit A
- Insurance Certification – Exhibit C for requirements
- SBE / DBE Certification – Exhibit D
- Affidavit of Suspension and Debarment - Exhibit E (if bid is over \$25,000)
- Special Terms and Conditions – Exhibit F
- Statement of No Bid – Exhibit H
- Bid Deviation Form –Exhibit I
- Addendum(s) (as issued)

**Submitted Bids 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 Bidder and Acknowledgements**

<b>Acknowledgement Attachment 2:</b> I have read the Professional Services Agreement and agree to the terms of the agreement.	
<b>Acknowledgement:</b> <b>Exhibit G:</b> I have read the Exhibit F Special Terms and Conditions.	

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 bid referenced above; and
3. That he/she will furnish the designated item(s) and /or service(s) as quoted in the request for bid; and
4. That he/she certifies under penalty of perjury that the Contractor 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.

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# valleyregionaltransit

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:

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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.

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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 bid 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, Contractor 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:

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Signature

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Title

## 8. Proposed Scope of Work/Pricing

BIDDER (COMPANY) NAME: \_\_\_\_\_

The maintenance manual for the two compressors in question is available from the procurements officer if needed. The scope of work for this effort is described as follows:

Replace compressor valves, rod packings and piston rings for all three stages of both compressors. This effort will also subsequently include inspecting and replacing as necessary all journal rod bearings, crankshaft bearing end play and main motor lubrication. This effort should also be expected to include a regularly scheduled oil, filter, coolant and any coolant filter and dispenser filter changes. This effort should be expected to cover replacement of all cylinder concentric, discharge and other valves at the cylinder head as needed including cylinder rings, ring seals, ring riders, rod wipers, ring wipers and any and all applicable O-rings, valve gaskets or gaskets found adjacent to, abutting or working in concert with the required replacement items listed above.

Included in this effort should also be all labor, travel, per diem, housing and associated staff time as needed.

Cost for total effort as noted above.

\$ \_\_\_\_\_

Bidder will provide key personnel rates who will be working on this project. Please reference department of labor Ada and Canyon county Davis Bacon wage rates for minimum rates including fringes when bidding. Efforts of task orders valued above \$2,000 will require Davis Bacon wage payment and wage reporting on form WH-347 for non-owner performers. Current rates can be found here: <https://wdol.gov/dba.aspx>. Costs submitted above or beyond the costs noted below for assigned task orders may be subject to review or rejection. Specific task orders are subject to review or discussion prior to assignment or acceptance.

## 9. 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.

**PROPOSER (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 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.

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: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT C

**Certificates of Insurance**

This Exhibit D 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 2<sup>nd</sup> Street, Suite 100  
 Meridian, ID 83642  
 Email: [procurement@valleyregionaltransit.org](mailto: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**  
(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 2<sup>nd</sup> Street, Suite 100, Meridian, ID 83642 or with this bid.

Bidder Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Tax Identification: \_\_\_\_\_

Corporate Status<sup>1[1]</sup> \_\_\_\_\_

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: \_\_\_\_\_

<sup>1[1]</sup> E.g., Corporation, L.L.C., partnership, limited partnership, individual.

## EXHIBIT E

**Certification of Lower-Tier Participants**

*(For use by sub-contractors who submitted bids to the Authority  
in an amount equal to or greater than \$25,000)*

**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 bid, 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 bid.

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. FOB – Destination**

All parts necessary in order to complete the required overhauls are to be delivered Free On Board to final destination (FOB Destination) to:

VRT,  
Attn: [Contractor's Representative - Compressor Overhaul]  
4788 S. Orchard St., Boise, ID 83705.

The title and risk of loss of the goods shall not pass to VRT until installation of the part takes place at the FOB Destination point.

**b. Express Shipping Charges**

VRT will be responsible for paying additional EXPRESS shipping charges on "SPECIAL ORDER" items only when VRT deems the need for the item to be urgent and pre-approves the use of express shipping. Such allowed freight/delivery charges are to be listed separately on the invoice. Contractor shall exert best efforts to timely order and receive the parts in order to help insure minimum compressor downtime.

**c. 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.

**d. 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 bid. 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.

**e. Subcontracting:** The requirement for Contractor responsibility does not prohibit Sub-Officer or joint ventures provided that the successful Contractor assumes the following responsibilities: The requirement for Contractor responsibility does not prohibit Sub-Officer or joint ventures provided that the prime successful Contractor assumes the following responsibilities: (1) serves as the sole general Contractor 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 bid 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 Contractor 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.

**f. Taxes:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.

- g. **Insurance: Required Coverage:** Contractor shall procure, maintain, and keep in force, at Contractor'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). Contractor 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, Contractor shall have and maintain, at Contractor'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.
- h. **Invoicing:** The awarded Contractor 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 Contractor 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.
- i. **Guarantee:** The successful Contractor 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 Contractor will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
- 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.

Contractor 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 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 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 bids; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or bids 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.

- n. **Alteration of Bid 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 bid.
- o. **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.
- p. **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.
- q. **Currency:** All payments are payable in US currency.
- r. **Contract Administration:** Coreen Smith, Procurement Specialist, at Valley Regional Transit shall assist in the central administration, procurement and execution of this contract: Email: [procurement@valleyregionaltransit.org](mailto:procurement@valleyregionaltransit.org). Phone (208) 258-2795. 700 NE 2nd St. Suite 100 Meridian, ID 83642
- s. **Contract Management:** VRT Operations Manager, Jacob Hassard shall administer this contract, once executed.



**Davis-Bacon Act:**

Bidder shall comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a(7), and implementing U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply:

The awarded bidder shall pay wages to laborers and mechanics performing third party contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. VRT agrees to furnish the bidder a copy of the current prevailing wage determination issued by the U.S. DOL for third-party contract work under the project upon request, and agrees to refrain from awarding any affected third-party contract until the third-party contractor agrees to the required wage determination.

VRT shall report to FTA every suspected or reported violation of the Davis-Bacon Act or its federal implementing regulations.



EXHIBIT H

**Statement of No Bid**

**Note:** If you do not intend to submit a Bid for this project, please return this form immediately to: Valley Regional Transit to: [procurement@valleyregionaltransit.org](mailto:procurement@valleyregionaltransit.org) or mail to Valley Regional Transit, 700 NE 2<sup>nd</sup> Street, Suite 100, Meridian, ID 83642

We, the undersigned, have declined to submit on your RFB # 2018-08-08 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 bid" 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

**Bid Deviation Form**

Any and all deviations conditions, exceptions, reservations, or understandings of any and all requirements and/or specifications specified in this Bid must be fully disclosed explicitly, fully, and separately stated on individual "Bid Deviation Forms." Please make copies of additional forms as required. Bid 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 Bid submittal.

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## FTA Requirements For Non-Construction Contracts

**GENERAL:** This Contract is subject to the terms of a financial assistance contract between Authority and the Federal Transit Administration (FTA) of the United States Department of Transportation.

### a. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicability to Contracts** - Applicable to all contracts.

**Flow Down** - Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language** - While no specific language is required, FTA has developed the following language.

#### No Obligation by the Federal Government –

- i. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- ii. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### b. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(031 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

**Applicability to Contracts** - These requirements are applicable to all contracts.

**Flow Down** - These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language** - These requirements have no specified language, so FTA offers the following language.

#### Program Fraud and False or Fraudulent Statements or Related Acts –

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- ii. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §§ 1001 and 49 U.S.C. §§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**c. ACCESS TO RECORDS AND REPORTS** (49 U.S.C 5325, 18 CR 18.36 (i), 49 CFR 633.17)

**Applicability to Contracts** - Reference Chart "Requirements for Access to Records and Reports by Type of Contracts."

**Flow Down** - FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language** - The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records** - The following access to records requirements apply to this Contract:

- i. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- ii. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- iii. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- iv. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- v. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- vi. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- vii. FTA does not require the inclusion of these requirements in subcontract.

**d. Federal Changes**  
(49 CFR Part 18)

**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 Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

**e. Equal Opportunity Employer:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Contractor shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**f. Title VI Civil Rights Act of 1964:** (The following requirements apply to the underlying contract)

**Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract.

**Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disability** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **g. Termination Provisions**

**Termination For Impossibility:** Termination for Impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, or Termination for Default by diminished service or scheduling; requirement compliance, plan implementation or to perform in a timely manner.

**Termination For Best Interest:** 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 VRT's best interest:

- i. 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, VRT 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.
- ii. If it is later determined by VRT 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, VRT, 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.
- iii. 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.
- iv. 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 VRT setting forth the nature of said breach or default, VRT 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 VRT from also pursuing all available remedies against Offeror and its sureties for said breach or default.
- v. 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 VRT shall not limit VRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- vi. 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.

#### **h. Disadvantaged Business Enterprise (DBE) Participation:**

**Policy:** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

**DBE Obligation:** Valley Regional Transit and the Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, Valley Regional Transit and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. Valley Regional Transit and Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted Contracts.



**i. Incorporation Of Federal Transit Administration (FTA) Terms**  
(FTA Circular 4220.1F)

**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 4220.1F, dated April 15, 1996 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Regional Transit requests which would cause Valley Regional Transit to be in violation of the FTA terms and conditions.

**PRIVACY ACT** 5 U.S.C. 552

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- i. The 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, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The 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 the underlying contract.
- ii. The 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

**j. Americans With Disabilities Act (Ada)**

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement