

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

REQUEST FOR BIDS

2019-07-30

**On-Call Network
Support Services**

Issue Date: July 30, 2019

**Bid Due Date: August 20, 2019
4:00 p.m. MST**

RFB Number	RFB 2019-07-30
RFB Title	On Call Network Support Services
Item Description	VRT is seeking a vendor who can provide on call comprehensive IT support.
Term	The term of this agreement will start on October 1, 2019 through September 30, 2021 (two years) with one optional extension year should both parties agree.
Deadline for Submittal	August 20, 2019 – 4:00 p.m. MST
Direct inquiries to Procurement Administrator	Kelly Jakovac, Grants/Procurement Administrator procurement@valleyregionaltransit.org 208-275-2795
Format of Bids Bidders are responsible for verifying receipt by VRT of the submittals.	<u>Mailed Bids:</u> Subject: RFB 2019-07-30 – On-Call Network Support Services <ul style="list-style-type: none"> • Include one original set and one copy of sealed price sheet in separate envelope. <u>Emailed Bids:</u> Subject line: RFB 2019-07-30 On-Call Network Support Services <ul style="list-style-type: none"> • Include one .pdf and separate .pdf with price proposal
Send Submittals to	Valley Regional Transit Attn: Kelly Jakovac, Procurement Administrator 700 NE 2nd Street, Suite 100 Meridian, ID 83642 Email: procurement@valleyregionaltransit.org
Clarification of Submittals	During the evaluation of submittals: VRT reserves the right to reject any and all bids; contact bidders for additional information or clarification; to waive any informalities and irregularities in the proposal submission process; and to accept bids which are considered to be in the best interest of VRT.
RFB Calendar Timeline	Dates are for planning purposes only and represent the agency’s desired timeline for this project. Any revision to the “Deadline for Submittals” will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

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

BIDDERS NAME: _____



REQUEST FOR BIDS
RFB 2019-07-30 On-Call Network Support Services

Activity	Timeline
RFB Issue Date	July 30, 2019
Questions Due	August 8, 2019 4:00 p.m. MDT
Proposals Due	August 20, 2019 4:00 p.m. MDT
Notification of Intent to Award	August 27, 2019
Notice to Proceed/Agreement	September 23, 2019

1. BACKGROUND, BIDDING INFORMATION & CONDITIONS

BACKGROUND

Valley Regional Transit is a Regional Public Transportation Authority in southwest Idaho with a 28-member Board, made up of local and government representatives, in Ada and Canyon Counties in southwestern Idaho. It currently operates transit services within the city limits of Boise and Garden City, Idaho and contracts the transit services in Nampa and Caldwell Idaho. Valley Regional Transit was created as a single authority to be responsible for providing, aiding, and assisting public transportation in the Boise and Nampa urbanized areas, including financial review and facilitations of public transportation and its providers and providing public transportation by public modes of transportation. (Idaho Code, Title 40, Chapter 21). Valley Regional Transit may contract for services with public and private entities to carry out the purposes of Chapter 21 (40-2109(4)).

2. BIDDING INFORMATION/CONDITIONS

2.1 GENERAL: These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Bidders should review the proposed contract agreement and any supplemental documents attached to this agreement. All the terms and conditions of the agreement are binding on the successful Bidder. Failure to comply may subject the Bidder to immediate rejection. Valley Regional Transit reserves the right to determine whether any offer complies with the requirements as stated in this document.

2.2 BIDDER/BIDDER RESPONSIBILITY: Valley Regional Transit has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Bidder represents that it has investigated and agreed to all terms and conditions of this RFB.

2.3 AVAILABILITY OF RFB PACKETS: Packets are available at Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, on Valley Regional Transits website: www.valleyregionaltransit.org and also by calling 208-258-2795 to request one.

2.4 BIDDER'S OFFER TO VALLEY REGIONAL TRANSIT: Bidders are expected to thoroughly examine the scope of work, terms, and conditions of the RFB. Bidder's terms, conditions, and prices shall constitute a firm offer to Valley Regional Transit that cannot be withdrawn by the Bidder for ninety (90) calendar days after the RFB closing date unless a longer time period is specified by Valley Regional Transit elsewhere in the RFB document.



2.5 DELIVERY OF OFFERS TO VALLEY REGIONAL TRANSIT: Bids must be received at Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 no later than 4:00 PM on Tuesday, August 20, 2019. Your offer may either be hand delivered, US Mailed or carrier shipped. Faxed offers are not acceptable.

2.6 SIGNED BIDS: All original bids **must be signed in ink.** Bids not signed will be disqualified and considered non-responsive.

2.7 LATE BIDS: Offers received after the date and time indicated herein shall not be accepted. Requests for extensions of the bid closing date or time will not be granted. Senders mailing bids should allow sufficient mail time to ensure timely receipt of their bids before the deadline, as it is the sender's responsibility to ensure their bid arrives before the Responses Due date and time.

2.8 WITHDRAWAL OR MODIFICATION OF BIDS: Bids may not be modified after the closing date. Bids may be withdrawn by senders before bid closing date upon written request of the official who is authorized to act on behalf of the sender.

2.9 INQUIRIES, CORRESPONDENCE, REQUESTS FOR CHANGES OR CLARIFICATION: Questions concerning the RFB are due no later than Tuesday, August 8, 2019 4:00 p.m. MST. Vendors shall notify Valley Regional Transit of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. All questions and requests for clarification or modification of the RFB shall be made in writing and addressed to:

Valley Regional Transit,
Attn: Grants and Compliance Administrator,
700 NE 2nd Street, Suite 100,
Meridian, ID 83642

or E-mailed to: kjakovac@valleyregionaltransit.org.

Bidders are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to Valley Regional Transit and the advantage to Valley Regional Transit of the proposed change.

2.10 ADDENDA: If Valley Regional Transit determines any changes are necessary an addendum will be issued incorporating any changes that have been approved; all interpretations, corrections or changes of this document will be made by addendum. Interpretations, corrections, or changes of this document made in any other manner will not be binding and vendors shall not rely upon such interpretations, corrections, or changes. Any vendor who contacts and receives information regarding this bid from any other source risks disqualification for violation of the procedures established to ensure that this bid is conducted fairly and equitably

2.11 Bidders shall consider all addenda and any/all resulting Bidder cost adjustments or other changes resulting from said addenda must be included in their bids.

2.12 Any Bidder who contacts and receives information regarding this bid from any other source risks disqualification for violation of the procedures established to ensure that this bid is conducted fairly and equitably.

2.13 Bidder shall notify Valley Regional Transit, Grants and Compliance Administrator, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or procurement@valleyregionaltransit.org, of any ambiguity, inconsistency or error that they may discover upon examination of the bid documents.



2.14 Any interpretations, corrections or changes of this document will be made by written addenda which will be issued via email to all RFB holders of record and posted with the original solicitation on the Valley Regional Transit website @ www.valleyregionaltransit.org.

Any interpretations, corrections or changes of this document made in any other manner will not be binding and Bidders are not to rely on them.

2.15 BIDDER RESPONSIBILITY: Bidder responsibility is required under this RFB. Each Bidder must include all professional services, provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein and/or necessary in order to supply the items and perform the services required. The Bid shall be complete and specific in every detail.

2.16 EXPERIENCE AND QUALIFICATIONS: Bidder may be required upon request of Valley Regional Transit to substantiate that Bidder and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.

2.17 SUBCONTRACTING: The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Bidder 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 subcontractors, 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 subcontractor 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" above 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 Bidder under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the subcontractor or similar party.

2.18 EVALUATION CRITERIA AND AWARD OF CONTRACT: The award of the contract will be made to the lowest responsive and responsible Bidder whose proposal is most advantageous to Valley Regional Transit.

2.18.1 Selection of the successful bidder will be based on information provided in response to the RFB including evaluation of bids according to Valley Regional Transit specified criteria including cost, consideration of any exceptions taken to Valley Regional Transit proposed contract terms and conditions, and may include qualifications and experience of the bidder and information provided by any required references for whom work of a similar nature has been done.

2.18.2 If a single bid is received in response to this RFB, Valley Regional Transit will be required to perform a detailed cost/price analysis in order to award the contract. A bid evaluation/ Committee will perform the overall evaluation process

2.19 VALLEY REGIONAL TRANSIT PREROGATIVE: Valley Regional Transit reserves the right to contract with any single firm or joint venture responding to this RFB based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. 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 bids 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;

2.20 EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Part II, § 8, Insurance, below) must be received at Valley Regional Transit's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by Valley Regional Transit. In the event the apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.

2.21 PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD: If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, 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)).

2.22 PROTESTS BEFORE BID OPENING: Written objections to specifications or other bid procedures must be received by Valley Regional Transit at least three (3) business days before the date and time upon which bids are scheduled to be received (Idaho code, 67-2806 (2)(c)).

2.23 NONDISCRIMINATION: Valley Regional Transit will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.

2.24 ALTERATION OF BID DOCUMENT: Bidder 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 or proposal.

2.25 OFFERS TO BE IN THE ENGLISH LANGUAGE: Offers submitted in response to this solicitation shall be in the English language. Offers received in other than the English language shall be rejected

2.26 BIDDER RESPONSE, No Additional Terms and Conditions: Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidders response. In signing and submitting its bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with Valley Regional Transit's terms and conditions including those requiring information that must be submitted with a bid shall be grounds for rejecting a bid.

PART II: DEFINITIONS

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

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

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

Bidder or Bidder: The Bidder or Bidder is the primary contact with Valley Regional Transit and is



responsible for all services for which it is submitting an RFB. The Bidder is responsible for all Sub-Bidders 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-Bidder: Is the subcontractor for which the Bidder 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: a Regional Public Transportation Authority.

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

3. SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDER

3.1 AWARD BASIS AND TERM OF CONTRACT: Award will be made to the responsive responsible vendor with the lowest total cost as provided on Section 7 - Proposed Pricing. The term of this agreement will be for two years with an optional one-year extension upon approval of both parties.

3.2 DELIVERY: Delivery of items/services initially shall be FOB Destination to Valley Regional Transit 700 NE 2nd St., Suite 100, Meridian ID 83642, ValleyRide/Valley Regional Transit 4788 S. Orchard St., Boise ID 83705 and ValleyRide/Valley Regional Transit at Nampa Transit Services, 5907 Cleveland Blvd., Caldwell, ID 83607 and Main Street Station, Downtown Boise.

3.3 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.

3.4 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.

3.5 INVOICING: All invoices must list the applicable Valley Regional Transit Purchase Order number, delivery location, description of item(s) or services provided including vehicle numbers and any applicable credits. All invoices are to be sent directly to Valley Regional Transit, Accounts Payable, and 700 NE 2nd Street, Suite 100, Meridian, ID 83642.

3.6 CONFLICT OF INTEREST: No employee, officer, or agent of Valley Regional Transit shall participate in selection or in the award of administration of a contract if a conflict of interest real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer, or agent: (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that



employs, or is about to employ, has a financial or other interest in the firm selected for award. Valley Regional Transit's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties of sub-agreements.

- 3.7 SUBCONTRACTING:** The requirement for Bidder responsibility does not prohibit Sub-Bidder or joint ventures provided that the successful Bidder assumes the following responsibilities: The requirement for Bidder responsibility does not prohibit Sub-Bidder or joint ventures provided that the prime successful Bidder assumes the following responsibilities: (1) serves as the sole general Bidder with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Bidders, 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-Bidder 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 Bidder under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Bidder or similar party.
- 3.8 TAXES:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.
- 3.9 TERMINATION FOR IMPOSSIBILITY:** Valley Regional Transit may terminate this contract for Impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.
- 3.10 TERMINATION FOR DEFAULT:** Valley Regional Transit may terminate this contract for diminished service or scheduling by the Contractor, failure by the Contractor to comply with the contract requirements; failure by the Contractor to implement the contract or perform in a timely manner.
- 3.11 TERMINATION:** Valley Regional Transit may terminate this contract, in whole or in part, at any time by written notice to the Bidder when it is in the Valley Regional Transit's best interest.
- 3.11.1** The Bidder shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Bidder shall promptly submit its termination claim to Valley Regional Transit to be paid. If the Bidder has any property in its possession belonging to Valley Regional Transit, the Bidder will account for the same, and dispose of it in the manner Valley Regional Transit directs.
- 3.11.2** If the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, Valley Regional Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Bidder setting forth the manner in which the Bidder is in default. The Bidder will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.
- 3.11.3** If it is later determined by Valley Regional Transit that the Bidder 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 Bidder, Valley Regional Transit, after setting up a new delivery of performance schedule, may allow the Bidder to continue work, or treat the termination as a termination for convenience.



- 3.11.4** Valley Regional Transit in its sole discretion may, in the case of a termination for breach or default, allow the Bidder 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.
- 3.11.5** If Bidder 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 Bidder of written notice from Valley Regional Transit setting forth the nature of said breach or default, Valley Regional Transit shall have the right to terminate the Contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude Valley Regional Transit from also pursuing all available remedies against Bidder and its sureties for said breach or default.
- 3.11.6** In the event that Valley Regional Transit elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Contract, such waiver by Valley Regional Transit shall not limit Valley Regional Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 3.11.7** If, after termination for failure to fulfill contract obligations, it is determined that the Bidder was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience
- 3.12 INDEMNIFICATION:** Bidder agrees to assume liability for and to indemnify and hold harmless Valley Regional Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Bidder, or the execution, performance, nonperformance, or enforcement of the Agreement.
- 3.13 INDEPENDENT CONTRACTOR:** Bidder and any consultants or sub-contractors retained by Bidder shall at all times and for all purposes under this Agreement be considered independent contractors. Bidder and any consultants or sub-contractors retained by Bidder are not employees of Valley Regional Transit. They are not entitled employee benefits nor do they operate under the direct supervision and control of Valley Regional Transit, but are required to utilize independent judgment and professional skills under the parameters of this agreement.
- 3.14 INSURANCE: Required Coverage:** Bidder shall procure, maintain, and keep in force, at Prime-Bidders expense, the Insurance Coverage as required below and shall cause Valley Regional Transit to be a named insured on all policies (except professional liability). Bidder shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award.

Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Bidder shall have and maintain, at Prime-Bidders expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, 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. Combined single limit shall not be less than \$500,000 each occurrence and \$1,000,000 in the aggregate.

Workers' Compensation: Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of \$500,000 per Accident, \$500,000 Disease, and \$1,000,000 Policy Limit. The Contractor must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Automobile Liability: Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.

- 3.15 INVOICING:** The awarded Bidder will submit all invoices, with supporting documentation to: Valley Regional Transit, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 or email to: generalaccounting@valleyregionaltransit.org. All Invoices through Valley Regional Transit are processed bi-weekly. The awarded Bidder can expect Valley Regional Transit to issue and mail payment within 30 days after receipt of invoice with regards to the terms set forth within this RFB.
- 3.16 GUARANTEE:** The successful Bidder 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 Bidder will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
- 3.17 CURRENCY:** All payments are payable in US currency.
- 3.18 STOP WORK ORDER:** Any "Stop Work Order" given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or their assigns.
- 3.19 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.
- 3.20 CONTRACT ADMINISTRATION:** Kelly Jakovac at Valley Regional Transit shall assist in the central administration for this contract: Kelly Jakovac, Valley Regional Transit 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2795.

PROJECT ADMINISTRATION: Valley Regional IT/ITS staff shall administer the technical aspects of the contract. Program Manager: James Mundell, Network Administrator, 700 NE 2nd St, Meridian, ID 83642, (208)-258-2726

4. SCOPE OBJECTIVE

Contract for on call comprehensive IT support for a period of time commencing October 1, 2019 or date of award through September 30, 2021, with an option to renew for an additional one (1) year period of time under the same terms prices – a maximum of one (1) renewal is possible. Under this agreement, all services defined below in the bidding schedule will be on an on call and as needed basis through the duration of this agreement. The IT support services outlined below will serve as a safety net for Valley Regional Transit's 3 FTE (ITS Administrator and two Network Administrator). As such, there will be no estimated budget of time or dollars associated with this agreement over the course of the first 12 months.

4.1 VALLEY REGIONAL TRANSIT EXISTING NETWORK

Valley Regional Transit maintains four separate office locations which include Meridian, Boise, Main Street Station and Nampa. The offices function on a WAN structure with the Boise and Meridian offices connecting through a fixed-point MPLS circuit and the Nampa and Meridian offices connected through a fiber connection. In addition to the WAN requirements an in-house phone system also utilizes some bandwidth on the internet connection.

4.2 VENDOR QUALIFICATIONS

Qualifications

- Microsoft Certifications

4.3 SUPPORT REQUIRED

Network Support:

- Contractor will examine and become familiar with the client's current technology, application portfolio and data architecture crucial to the overall process.
- Contractor will document and fine tune the client's network and ensure it performs efficiently and continuously. Will monitor the network and track whether the servers, UPS, workstations, and network infrastructure are running and will immediately send alerts if trouble occurs.
- Contractor will perform routine health checks on Printers, Servers and Desktop Units
- Contractor will clean hardware, once a year, to refresh system

4.4 Software Support

- Contractor will provide Software Support on present and supplied software.
 - Microsoft Office Suite
 - Windows
 - Adobe
 - APP River
 - AVG

- Additional VRT Specific Systems as Necessary
- Umbraco & WordPress HTML Platforms

4.5 VOIP Phone Support

- Must able to support the digital VOIP System with support from phone vendor, e.g.
 - System Administration
 - System Software and Reporting
 - Call Accounting System
 - Power and Redundancy
 - Optional Features

4.6 Patch Management:

- Contractor will provide assistance and make recommendations for automatic patching as needed; all patches will be applied and tested (outside of VRT's live data times) working before installation to ensure they will run properly.

4.7 Security Management:

- Contractor will provide an ongoing review of the client's existing virus protection and spam filtering solutions and will suggest appropriate upgrades as needed.
- Contractor will do regular checks for prevention on hacking.
- Contractor will make recommendations for security best practices when shortfalls or inadequacies are identified in existing infrastructure and provide viable solutions for remediation.

4.8 Server Management:

- Contractor will provide continuous monitoring maintenance checks of the client's servers in order to ensure their continued optimal efficiency.
- Health Checks and Recommendation documentation will be provided in monthly billing.

4.9 Documentation:

- Contractor will maintain a complete outline, map and log of client's network hardware to ensure adequate documentation.
- Contractor will participate in the Global Plan upgrades
- Contractor will assist in Asset Management Support

4.10 Contact Information:

- Contractor will provide Valley Regional Transit, IT Technician, a detailed report immediately after completion of each inspection. The report will describe all inspections done, all tests performed, the results of all inspections & tests. The report will also include the inspector's recommendations regarding what needs to be done to insure the future safe and effective operation of the system. All recommended repairs will be brought to the attention of the IT Technician for prior approval. Contractor agrees to make all repairs as mutually agreed upon by VRT and Contractor.
- Contractor will provide contact names, phone numbers and e-mail addresses in order to allow the client to request support. Contractor will provide updated contact information to Valley Regional Transit, IT Technician, no later than five (5) business days after a change has been made.
- Contractor will have an emergency 2-hour response time on down units

4.11 Invoices/Reports:

- Each invoice will include the VRT Purchase Order Number, a detailed description of all services completed, all tests performed, the results of all inspections & tests and a description of any software or hardware items furnished or installed.

4.12 Other Items:

- The Contractor will provide ongoing assessment the client's business needs in order to assist them in choosing appropriate IT solutions to meet those needs. Contractor will support the existing disaster recovery plan; will work with VRT software vendors to assist in the integration and troubleshooting of software systems and will effect seamless integration of new technology into existing systems in order to achieve overall process improvement. Contractor will provide ongoing support to manage and maintain enterprise software and hardware from rollout through subsequent updates and conversions.

4.13 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.

4.14 INFORMATION PROVIDED BY VALLEY REGIONAL TRANSIT: All data provided by Valley Regional Transit in relation to the RFB represents the best and most accurate information available at the time of RFB preparation. Should any data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by a Bidder or contract amendment.

4.15 Current List of Equipment

Valley Regional Network Equipment				
	Server Breakout	Type	Role	
1	VRIDE-VMHOST	Physical Server	VM Host	
	VRIDE-SQL	Virtual Server	FleetNet	
	VRIDE-DC1	Virtual Server	Active Directory, Print Server	
	VRIDE-EXCHANGE	Virtual Server	Exchange 2010	
	VRIDE-FS1	Virtual Server	Laserfiche Avante/Agenda Manager, FleetNet	
	VRIDE-FS2	Virtual Server	File Server	
	VRIDE-SPSS	Virtual Desktop	APC Management	
	VRIDE-MBG1	Virtual Server	SIP Trunk Gateway V Ride test	
			Vride TS	
5	Vride DC2	Basic File Server		
3	VRIDE-DC3	Physical Server	Active Directory, Failover Host	
4	VRIDE-DC4	Physical Server	Active Directory, Failover Host	
PC & Laptop Patching				
	Meridian	Boise	Nampa	Bike Share
	50	30	20	2

3rd Party Software
MS Office
Windows
Adobe
APP River
AVG

(Continued on following Pages)



5. REQUIRED WRITTEN RESPONSES

5.1 EXPERIENCE: Bidder is to describe below their experience providing the above required type or similar types of services (attach additional sheets if necessary):

5.2 RESUMES: Bidder is to attach a **resume for each of the persons** who will be providing the services that are being required herein.

5.3 REFERENCES: Bidder is to provide at least **three references** for which they have provided services similar to the ones that are being required herein.

Reference # 1 Company Name: _____

Company Address: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Reference # 2 Company Name: _____

Company Address: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Reference # 3 Company Name: _____

Company Address: _____

Contact Person: _____

Phone: _____

E-Mail: _____



6. PRICING SCHEDULE

This section will provide fully burdened pricing including all capital, if any, and operating costs associated with fulfilling the requirements of the Contract, such as rent, salaries, benefits, utilities, supplies, overhead, licensing, insurance, start-up costs, transportation costs, etc. All costs necessary to provide the required items/services per the terms and conditions of this RFB and any resulting purchase order/contract must be included in the price being offered. If the Bidder does not identify and price any additional items that are or might be necessary in order to meet the minimum requirements of this solicitation Valley Regional Transit must consider that there are no other items required, or that the Bidder intends to provide them at no additional charge. The Bidder’s Proposal shall be firm for at least ninety (90) days to allow Valley Regional Transit adequate time for progression through award.

Part VI is to be completed and returned as the Bidder’s Cost Bid. **The Cost portion of your bid is to be in a separately sealed envelope separate from the remainder of your bid response but must be included with your bid response.** The separately enclosed and sealed Cost Bid portion of your bid response and the remainder of your bid response may be shipped in a single container.

Contractor to provide a Sample Copy of invoicing priority driven based on the following rates.

(Rates included but not limited to) Pre-authorization is required on all extra-charges.

6.1 Data Services	\$ _____/per Hour
Data Warehouse Technical Specialist	\$ _____/per Hour
Data Warehouse Data Query Specialist	\$ _____/per Hour
Data Administrator –SQL Server	\$ _____/per Hour
6.2 Integration/Analysis/Design Services	\$ _____ / per Hour
System Tester	\$ _____/per Hour
Systems Analyst	\$ _____/per Hour
Security Analyst	\$ _____/per Hour
Systems Architect	\$ _____/per Hour
Imaging/Document Analyst	\$ _____/per Hour
Web Designer	\$ _____/per Hour
Database Designer	\$ _____/per Hour
Project Manager	\$ _____/per Hour
6.3 System Support Services	\$ _____ / per Hour
Network Technician	\$ _____/per Hour

Server Administrator	\$ _____/per Hour
Desktop Support Technician	\$ _____/per Hour
6.4 Programming Services:	\$ _____/ per Hour
Mobile Applications	\$ _____/per Hour
Web Developer-JAVA	\$ _____/per Hour
Web Developer-.net	\$ _____/per Hour
Database process/ programing	\$ _____/per Hour
o SQL	\$ _____/per Hour
o Access	\$ _____/per Hour
6.5 Reporting Services:	\$ _____/ per Hour
Development of SQL reports	\$ _____/per Hour
Development of Access reports	\$ _____/per Hour

NOTE: VRT reserves the right to use the programming and repot writing services of others. Bidder must offer the Programming Services and Reporting Services.

7. BIDDER'S INFORMATION & CERTIFICATION
7.1 BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA(S):

ADDENDA	DATE
1.	
2.	
3.	

Acknowledgement: I have read the Professional Services Agreement and agree to the terms of the agreement.	
---	--

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the proposal invitation; and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
3. That he/she will furnish the designated items(s) and /or service(s) as quoted in the Proposal; and
4. That he/she certifies under penalty of perjury that the Bidder is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
5. That his/her company has been certified as one of the following registered business classifications:

DBE _____ Corporation _____ Other, identify: _____

Idaho Resident Bidder: Yes: _____ No: _____

Federal Tax I.D. Number: _____

DUNS #: _____

6. Register to do business with the U.S. Government on the System for Award Management; www.sam.gov (The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM.)



Name of Company: _____

Firm's Address: _____

Firm's Telephone: _____ Fax: _____

Contact Person and Title: _____

Contact Phone: _____ Contact fax: _____ Contact e-mail: _____

Project Manager Name (if different from Contact Person): _____

Address where correspondence should be sent: _____

Address where Payments should be sent: _____

Listing of major sub-consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's; attach additional sheets if necessary):

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 Bid. If a Contract Agreement is not contained within this Proposal Packet, then the Purchase Order, Purchase Order Terms and Conditions, this RFB Packet, and the Bidder's response will constitute the contract in its entirety.

Bidder understands that this proposal constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. Bidder agrees to deliver to Valley Regional Transit the required insurance certificates within ten (10) calendar days of the notice of award.

Bidders Company Name: _____

Bidders Authorized Signature: _____

Title: _____ Date: _____

8. FTA REQUIRED CLAUSES

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

8.2 EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials): 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.

8.3 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.

8.4 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.

8.5 CONFLICT OF INTEREST: No employee, officer, or agent of Valley Regional Transit shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent, would be involved. Such a conflict would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner, or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. Valley Regional Transit’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties of sub-agreements.

8.6 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:

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.6.4 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.

8.6.5 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.

8.6.6 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).

8.6.7 FTA does not require the inclusion of these requirements in subcontracts.

8.7 FEDERAL CHANGES (49 CFR Part 18)

Applicability to Contracts - The Federal Changes requirement applies to all contracts.

Flow Down - The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language - No specific language is mandated. The FTA has developed the following language.



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.

8.8 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government -

8.8.1 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.

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

8.9 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 proffers the following language.

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

8.9.1.1 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.

8.9.1.2 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.

8.9.1.3 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.

8.10 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1)

Applicability to Contracts - The incorporation of FTA terms applies to all contracts.

Flow Down - The incorporation of FTA terms has unlimited flow down.

Model Clause/Language - FTA has developed the following incorporation of terms language:

8.10.1.1 Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (also see Change 1), 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 that would cause Valley Regional Transit to be in violation of the FTA terms and conditions.



9. CERTIFICATIONS & AFFIDAVIT

Bidder is to complete as indicated below

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:

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

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

By: _____

(seal)

Title: _____



10. DBE CERTIFICATION

Dear Bidder:

As required by 49 CFR Part 26.11, STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation-assisted contracts.

To comply with this provision of the regulations, VRT requests the following information required by the Federal Transit Administration. **This information is not used in determining award of contract or in evaluating your proposal in any way. Providing this information is voluntary.**

Company Name: _____

Company Address: _____

North American Industry Classification System (NAICS) Code: _____

Type of Business: _____

Telephone No: _____ Fax No. _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?

Yes No

How long has your firm been in business? _____

Please check the box that describes your total gross annual receipts:

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> greater than \$5,500,000 |



11. 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)* _____ 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 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 _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN A LOWER TIER COVERED TRANSACTION

The prospective lower tier participant (Bidder/Respondent) in an FTA-financed procurement certifies, by submission of this bid/proposal, that neither it nor its "principals" [as defined at 49 CFR, Part 29.995] are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The prospective lower tier participant agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless authorized in writing by STA. The prospective lower tier participant further agrees by submitting this bid/proposal that it will include this certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal.

THE LOWER TIER PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. #6101 ET SEQ. ARE APPLICABLE THERETO.

COMPANY NAME OF PROPOSER _____

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

DATE SIGNED _____

EXHIBIT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Next page

SAMPLE

PROFESSIONAL SERVICES AGREEMENT
PSA (XXX.XX.XX)

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

WITNESSETH:

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

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

ARTICLE 1 - SCOPE OF WORK

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

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

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

ARTICLE 2 - DURATION

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

ARTICLE 3 - CONFERENCES

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

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

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

agreement by VRT as per Exhibit A, will certify that project. The awarded vendor can expect payment within in 45 days after receipt of invoice.

ARTICLE 5 - INDEPENDENT CONTRACTOR

5.1 In the performance of all services hereunder:

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

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

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

ARTICLE 6 - INDEMNIFICATION

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

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

ARTICLE 7 - PROPRIETARY INFORMATION

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

ARTICLE 8 - DISCLOSURE

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

ARTICLE 9 - GOVERNING LAW

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

ARTICLE 10 - ASSIGNMENT

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

ARTICLE 11 - TERM

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

ARTICLE 12 - AGREEMENT MODIFICATION

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

ARTICLE 13 - DEFAULT

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

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

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

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

ARTICLE 14 - NON-WAIVER OF RIGHTS

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

ARTICLE 15 - TERMINATION

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

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

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

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

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

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

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

15.7 Contractor agrees to include the above clause in each subcontract in excess of \$10,000 which is financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultants who will be subject to its provisions

ARTICLE 16 - ENTIRE AGREEMENT

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

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS

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

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

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

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

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

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

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

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

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

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

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

17.4 Contractor and its subrecipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VRT deems appropriate.

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

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

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

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

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

ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS

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

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

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

18.3 Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (23) dated October 1, 2016) between VRT and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

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

18.4.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other **implementing requirements FTA may issue.**

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

18.4.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of providing the services contracted for under this Agreement. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

18.5.1 Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

18.5.2 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

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

18.6 No Obligation by the Federal Government.

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

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

18.7 Federal Privacy Act Requirements.

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

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

18.8 Records Disclosure.

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

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

18.8.3 Contractor agrees to provide VRT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to

any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

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

18.10 Breaches and Dispute Resolution.

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

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

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

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

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

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

18.11 Water Pollution.

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

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

18.11.3 The provisions of this Section 18.11 are applicable if this Agreement is expected to exceed \$100,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.11 are inapplicable.

18.12 Clean Air Act.

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

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

18.12.3 Applicability. The provisions of this Section 18.12 are applicable if this Agreement is expected to exceed \$100,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.12 are inapplicable.

18.13 Lobbying Limitations and Certification.

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

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

18.13.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413).

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

18.13.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

18.14 Debarment and Non procurement

18.14.1 Contractor shall comply and facilitate compliance with U.S. DOT regulations, “No procurement Suspension and debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to this Agreement and all related contract at any level irrespective of the contract amount. As such, Contractor certifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 18.14.1.1** Debarred from participation in any federally assisted Award;
- 18.14.1.2** Suspended from participation in any federally assisted Award;
- 18.14.1.3** Proposed for debarment from participation in any federally assisted Award;
- 18.14.1.4** Declared ineligible to participate in any federally assisted Award;
- 18.14.1.5** Voluntarily excluded from participation in any federally assisted Award; or
- 18.14.1.6** Disqualified from participation in any federally assisted Award.

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

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

18.16 Safe Operation of Motor Vehicles.

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

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

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

SAMPLE

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

CONTRACTOR:

(VENDOR NAME)

Date: _____

By: _____
Contractor Signature

Address

City/State/ZIP Code

Federal Employer #SS#

DUNS # _____

VRT EXECUTIVE DIRECTOR:

Kelli Badesheim

**EXHIBIT A
SCOPE OF WORK**

See attached vendor quote/bid on next page

SAMPLE

**EXHIBIT B
VENDOR BID**

SAMPLE