



# valleyregionaltransit

700 NE 2<sup>nd</sup> Street, Suite 100 • Meridian, Idaho 83642

<b>RFP Number</b>	RFP 2024-04-18
<b>RFP Title (“Project”)</b>	<b>Phase 1 Nampa Caldwell Transit Oriented Development (TOD) Corridor Study</b>
<b>Item Description</b>	Valley Regional Transit (VRT) is seeking quotes from qualified and experienced respondents (individuals or firms) to establish a “Service Agreement.” The services described by the Agreement and this RFP will include Phase 1 Nampa Caldwell TOD Corridor Study and are more fully described in Exhibit A.
<b>Term</b>	The successful Offeror shall provide the services as described herein for an initial term of fourteen months commencing on approximately April 18, 2024, and expiring on June 30, 2025, with an option to renew upon mutual agreement of both parties under the same terms and conditions for one (1) additional one-year term.
<b>Deadline for Submittal</b>	Proposals Due: March 13, 2024, 4:00 p.m. Mountain Time
<b>Direct Inquiries and Send Submittals to</b>	Kevin Womack, Procurement/Contract Specialist, procurement@ridevrt.org 208.258.2737
<b>Format of Submittals</b>	<ol style="list-style-type: none"> <li>1. Electronic submittals in PDF format must be received by VRT by the date and time in the “Deadline for Submittals” section above. No exceptions. <ol style="list-style-type: none"> <li>a. Total page limit is 7 single sided pages. The Coversheet, Introductory letter and resumes will not count toward the 7-page limit. The page limit shall not include the Offeror’s Price Quote exhibit (see Exhibit B to this RFP) and the acknowledgments/certifications pages required by Sections 11-16 below.</li> <li>b. Front and back cover pages are acceptable and do NOT count in the submittal. Cover pages shall only identify the RFP, the Offeror’s name, and Project.</li> </ol> </li> <li>2. Send electronic submittals to Kevin Womack, Procurement/Contract Specialist: procurement@valleyregionaltransit.org</li> <li>3. Respondents are responsible for verifying receipt by VRT of the submittals.</li> </ol>
<b>Clarification of Submittals</b>	During the evaluation of submittals, VRT reserves the right to the following: <ul style="list-style-type: none"> <li>• Contact any or all Offerors for additional information for clarification purposes,</li> <li>• Discard submittals which contain errors, or</li> <li>• At its sole discretion, waive disqualifying errors or gain clarification of error or information.</li> </ul>
<b>RFP Calendar</b>	These dates are for planning purposes 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.

**OFFERORS NAME:** \_\_\_\_\_

**REQUEST FOR PROPOSAL  
RFP 2024-04-18  
PHASE 1 NAMPA CALDWELL TOD CORRIDOR STUDY**

Activity	Timeline
<b>RFP Issue Date</b>	February 7, 2024
<b>Questions Due</b>	February 21, 2024, 4:00 p.m. Mountain Time
<b>Proposals Due</b>	<b>March 13, 2024, 4:00 p.m. Mountain Time</b>
<b>Submittal Review and Selection</b>	<b>March 14 – March 21, 2024</b>
<b>Notification of Intent to Award</b>	March 22, 2024
<b>Notice to Proceed</b>	April 1, 2024

**1. BACKGROUND AND PROJECT DESCRIPTION**

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

**2. EXHIBITS TO RFP**

The following Exhibits are included with this RFP:

- Exhibit A – Statement of Objective
- Exhibit B – Price Quote
- Exhibit C – Submittal Requirements
- Exhibit D – Evaluation Criteria
- Exhibit E – Sample Service Agreement

**3. RESTRICTION OF CONTROL**

From the issue date of this RFP until the date the VRT Board approves the awarding of the contract, Kevin Womack will be the sole point of contact concerning this RFP. Any violation of this condition may be cause for VRT to reject the Offeror’s quote. If VRT later discovers that the Offeror has engaged in any violations of this condition, VRT may reject the offending Offeror’s quote or rescind its award. Offerors must agree not to distribute any part of their quotes beyond the allowed VRT contact individual. An Offeror who shares information contained in its quote with other VRT personnel and/or competing Offeror personnel may be disqualified.

#### 4. PROCUREMENT QUESTIONS

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 4:00 p.m., February 21, 2024. Questions concerning this RFP are to be submitted via email to Kevin Womack at [procurement@ridevrt.org](mailto:procurement@ridevrt.org) with “RFP 2024-04-18” listed in the subject line.

VRT will answer all questions in writing and make those answers available to other Offerors via addenda posted with the original RFP on VRT’s website. It is the Offerors’ responsibility to monitor the website for updates. VRT shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by VRT. VRT does not consider questions to be a protest of the requirements or of the solicitation.

#### 5. QUOTE CONDITIONS

Quotes must be received via email by 4:00 p.m. on March 13, 2024. Each Offeror shall submit to VRT the information and forms required, which forms and information shall become the property of VRT and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of quotes.

Data contained in the submittal and all documentation provided therein becomes property of VRT and the data becomes public information. If a Offeror wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of “trade secret” contained within the Idaho Public Records Act, Idaho Code § 74-101 et seq. All “trade secret” information a Offeror wishes VRT to withhold must be clearly marked “Trade Secret,” with each page of such information being clearly marked. Failure to mark such information as “Trade Secret” shall deem such information open to public inspection. Should VRT be challenged in court by a third party for a decision to withhold or redact information so identified by Offeror, Offeror agrees, by submitting its quote or proposal, to indemnify, defend, and hold harmless VRT for any judgments, attorney fees, and/or court costs associated with asserting the documents contain “trade secret” information. VRT reserves the right to make an independent discretionary decision whether or not the documents marked as “Trade Secret” qualify as such pursuant to the Idaho Public Records Act. All documents not marked as “Trade Secret” are subject to release in compliance with the Idaho Public Records Act.

Offeror understands that information furnished by VRT may be proprietary to VRT, may include information that is not part of the public domain and therefore not subject to the Idaho Public Records Act, and/or may be information that is best not circulated beyond those responding to this RFP. In that regard, Offeror agrees that 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.

#### 6. SIGNATURES REQUIRED

The quotes *must* be signed where signatures are required, including the Offeror’s Price Quote, as described in Exhibit B to this RFP, as well as the information required by Sections 11-16 below. In cases of a corporation or limited liability company, the signature must be that of a duly authorized officer of the corporation or authorized representative of the LLC and the signator’s title must be stated. In cases of partnerships, the signature of a general partner must follow the

firm name, using the term “A Member of Firm.” In cases of an individual, use the term “dba” (Company Name) or sign as sole owner. Signatures submitted will be taken as evidence of authority to sign. Signatures by an individual not authorized to sign will be grounds for quote rejection.

## **7. GENERAL EXPECTATIONS**

Offeror must be registered to do business in the State of Idaho.

Offeror will provide documentation of work relevant to transit authority.

Offeror will provide documentation that it is properly licensed to do the work or perform the services requested by this RFP. See Section 11 below.

## **8. SUBMITTAL REQUIREMENTS – See Exhibit C.**

## **9. EVALUATION CRITERIA AND AWARD OF CONTRACT**

In addition to the criteria set forth in Exhibit D to this RFP, the award of the contract will be made to most responsive and responsible Offeror that is demonstrated to be the most advantageous to VRT. Award may be made without negotiation or discussion of quotes received; quotes should be submitted initially on the most favorable terms possible.

- A. Selection of the successful Offeror will be based on information provided in response to the RFP including evaluation of quotes according to VRT specified criteria including cost, consideration of any exceptions taken to VRT proposed contract terms and conditions, and may include qualifications and experience of the Offeror and information provided by any required references for whom work of a similar nature has been done.
- B. If a single quote is received in response to this RFP; VRT will be required to perform a detailed cost/price analysis in order to award the contract. A Quote Evaluation/Negotiation Committee will perform the overall evaluation process.
- C. VRT may, following receipt and evaluation of quotes and any allowed Best and Final Offer procedures, negotiate with any or all of the responsive and responsible Offerors until VRT determines which quote provides the best value/most advantageous for VRT. In addition to any other negotiation criteria described herein, VRT may negotiate to ensure the submitting Offerors have a clear understanding of the objectives required and requirements that must be met, ensure that the Offerors will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding statement of objective or other contract terms.

## **10. SPECIAL TERMS AND CONDITIONS OF RFP**

- A. 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. VRT reserves the

right to verify specification compliance and other information with published sources as deemed necessary.

- B. TAXES: VRT is exempt from Federal and State taxes and will execute the required exemption certificates.
- C. SUBCONTRACTING: VRT does not prohibit an Offeror from subcontracting any portion of the work or services under this agreement or to enter into joint ventures provided that the Offeror assumes the following responsibilities: (1) serves as the sole point of contact from Offeror with VRT; (2) assumes full responsibility for the performance of all services or work under the Services Agreement regardless of whether performed by Offeror, its sub-vendors, joint venture partners or other agents; (3) submits information with its quote documenting the financial standing and business history of each sub-vendor or joint venture partner; and (4) 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 VRT a third-party beneficiary thereunder; (b) grant to VRT the right to receive notice of and cure any default by the successful Offeror under the document; and (c) pass through to VRT any and all warranties and indemnities provided or offered by the sub-vendor or similar party.
- D. OFFEROR will be required to demonstrate their proposed solutions “proof of concept.” The “proof of concept” must be demonstrated to a satisfactory level as determined by VRT whereby all features and functions of the Offeror’s proposed solution is demonstrated prior to contract award.
- E. PROTEST OF OFFEROR SELECTION OR CONTRACT AWARD: If any participating Offeror objects to such award, said Offeror shall respond in writing to the notice from VRT 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, VRT 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).
- F. VALLEY REGIONAL TRANSIT PREROGATIVE: VRT reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit VRT to negotiate a contract, nor does it obligate VRT to pay for any costs incurred in preparation and submission of proposals or quotes or in submission of a contract. VRT reserves and holds at its discretion the following rights and options in addition to any others provided by VRT: (1) to reject any or all of the proposals or quotes; (2) to issue subsequent requests for proposals or quotes; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in proposals or quotes received; (5) to enter into a contract with any combination of one or more prime vendors, sub-vendors, or service providers; (6) to approve or disapprove the use of proposed sub-vendors and substitute sub-vendors; and (7) to negotiate with any, all, or none of the respondents to the RFP.

- G. NONDISCRIMINATION: VRT will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.
- H. ALTERATION OF QUOTE DOCUMENT: Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your quote.
- I. OFFEROR RESPONSE, No Additional Terms and Conditions: VRT will not consider or allow any additional contractual terms, conditions, modifications or other changes to the contract attached hereto as Exhibit E.
- J. EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Exhibit E below "Services Contract," Section 18.21.1 and, as applicable, Section 18.21.2) must be received at VRT's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by VRT. In the event the apparently successful Offeror does not submit any or all of the aforementioned documents on or before the required deadline, VRT may award the contract to another Offeror; in such event, VRT shall have no liability and said party shall have no remedy of any kind against VRT.
- K. CONTRACT ADMINISTRATION: Kevin Womack at VRT shall assist in the central administration for this contract: 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2737.

**11. OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA**

ADDENDA	DATE
1.	
2.	
3.	
4.	

**GENERAL INFORMATION OF OFFEROR**

Legal Name of Company: \_\_\_\_\_

The undersigned certifies as follows:

1. That Offeror acknowledges that its authorized representative (he/she) has read the Services Agreement attached hereto as Exhibit E and agrees to the terms of the Agreement on behalf of Offeror.
2. That he/she has read and understands all requirements and specifications of the request for quote; and
3. That he/she agrees to all requirements, specifications, terms, and conditions of the request for quote referenced above; and
4. That he/she will furnish the designated item(s) and /or service(s) as proposed in the request for quote; and
5. That he/she certifies under penalty of perjury that the Offeror is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
6. 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 Number: \_\_\_\_\_

Required licenses and numbers: \_\_\_\_\_

Firm's Address: \_\_\_\_\_

Firms Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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Project Manager and Title if different from Contact Person: \_\_\_\_\_

Name: Title \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Address where correspondence should be sent:

Listing sub-vendors or joint venture partners proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Offeror understands that this quote constitutes a firm offer to VRT that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of quotes. If awarded the contract, Offeror agrees to deliver to VRT the required insurance certificates and performance bond if applicable within ten (10) calendar days of the notice of award.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_



**12. REQUIRED REFERENCES**

**THIS PAGE MUST BE COMPLETED AND RETURNED AS PART OF YOUR QUOTE RESPONSE**

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

**OFFERORS (Company) Name:** \_\_\_\_\_

**REQUIRED REFERENCES**

**1. Company Name:** \_\_\_\_\_

*Address:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Contact Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

*Address:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Contact Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

*Address:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Contact Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

**13. CERTIFICATIONS & AFFIDAVIT**

Offeror to complete as indicated below:

**DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)**

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently \$100,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so, by placing an “X” in the following space:

\_\_\_\_\_

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

**14. CONFLICT OF INTEREST AFFIDAVIT**

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

**Conflict of Interest** - That the Offeror, by entering into this contact with VRT is to perform or provide work, services or materials to VRT, 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 Offeror, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to VRT and take action immediately to eliminate the conflict or to withdraw from this contract, as VRT may require.

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

1. That no person or selling agency except employees or designated, agents or representatives of the Offeror 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
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any of its agents, employees or representatives, to any official, member or employee of VRT 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: \_\_\_\_\_

Title: \_\_\_\_\_

**15. LOBBYING CERTIFICATION**

**LOBBYING CERTIFICATION**

(To be submitted with a proposal or offer exceeding \$100,000)

The Offeror certifies, to the best its knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

## 16. FTA REQUIREMENTS

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

### A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

**No Obligation by the Federal Government –**

1. The Purchaser and Offeror 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, Offeror, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Offeror 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 sub-vendor who will be subject to its provisions.

### B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (031 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

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

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

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

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

1. The Offeror 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 Offeror 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 Offeror 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 Offeror to the extent the Federal Government deems appropriate.

2. The Offeror 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 Offeror, to the extent the Federal Government deems appropriate.
3. The Offeror 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 sub-vendor who will be subject to the provisions.

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

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

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

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

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

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 Offeror 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 Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Offeror also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Offeror access to Offeror'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.
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, Offeror agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Offeror, access to the Offeror'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.

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, Offeror 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 Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
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 Offeror 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.
5. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Offeror 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 Offeror 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).
7. FTA does not require the inclusion of these requirements in subcontract.

**D. FEDERAL CHANGES**  
(49 CFR Part 18)

**Federal Changes** - Offeror 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. Offeror's failure to so comply shall constitute a material breach of this contract

- E. EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials):** In connection with the execution of this Contract, the Offeror shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Offeror 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. Offeror further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**F. TITLE VI CIVIL RIGHTS ACT OF 1964:** (The following requirements apply to the underlying contract)

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

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Offeror 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 Offeror 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 Offeror agrees to comply with any implementing requirements FTA may issue.

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

## **G. TERMINATION PROVISIONS**

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

**TERMINATION FOR BEST INTEREST:** VRT may terminate this contract, in whole or in part, at any time by written notice to the Offeror when it is in VRT's best interest:

1. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, VRT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

2. If it is later determined by VRT that the Offeror had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Offeror, VRT, after setting up a new delivery of performance schedule, may allow the Offeror to continue work, or treat the termination as a termination for convenience.

3. VRT, in its sole discretion may, in the case of a termination for breach or default, allow the Offeror ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

4. If Offeror fails to remedy to VRT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Offeror of written notice from VRT setting forth the nature of said breach or default, VRT shall have the right to terminate the Contract without any further obligation to Offeror. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Offeror and its sureties for said breach or default.

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

6. If, after termination for failure to fulfill contract obligations, it is determined that the Offeror was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience

## H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

DBE Obligation: VRT and the Offeror 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, VRT and Offeror 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. VRT and Offeror shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted Contracts.

## I. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F)

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated April 15, 1996 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Offeror shall not perform any act, fail to perform any act, or refuse to comply with any VRT requests which would cause VRT to be in violation of the FTA terms and conditions.

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

### **Applicability to Contracts**

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

### **Flow Down**

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

### **Model Clause/Language**

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

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

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

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

#### **J. AMERICANS WITH DISABILITIES ACT (ADA)**

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

#### **K. DISPUTES**

**Performance During Dispute** – Unless otherwise directed by VRT, Offeror shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** – Should either party to the Contract 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 act he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between VRT and the Offeror 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 in the State of Idaho.

**Rights and Remedies** – The duties and obligations imposed by the Contract documents 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 Offeror shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

**Ineligible Offerors** - Neither Offeror, nor any officer or controlling interest holder of Offeror, is currently, or has been previously, on any debarred bidder list maintained by the United States government.

- L. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (applicable only to contracts in excess of \$100,000):** Offeror shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Offeror shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).
- M. Buy America.** Bidder shall follow the domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- N. Build America, Buy America Act.** Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.
- O. Telecommunications and Video Surveillance Services and Equipment.**

Bidder and any subcontractor or supplier to Bidder are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an

entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**P. Trafficking in Persons.**

(1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

- (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
- (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

(2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):

- (i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
- (ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
- (iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:

- (i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
- (ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

*Offeror agrees that it and its employees that participate in the Recipient's Award, may not:*

*Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*

- (4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:

- (i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
  - (A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
  - (B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
  - (C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.
- (ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
  - (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
  - (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:
    - a. Associated with the performance of the Recipient's Underlying Agreement; or
    - b. Imputed to the Recipient or Subrecipient using the standards

of due process for conduct of an individual to an organization provided in:

- i. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; or
- ii. U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder; or
- (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA’s right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

**Q. Federal Tax Liability and Recent Felony Convictions.**

(1) *Transactions Prohibited.*

- (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—
  - (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

**FTA REQUIREMENTS**

**OFFEROR'S ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO FTA REQUIREMENTS:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### STATEMENT OF OBJECTIVE

#### Phase 1: Data Collection & Vision

Valley Regional Transit is the public transportation authority in Ada and Canyon Counties. The Nampa-Caldwell Boulevard connects the two biggest cities in Canyon County, Nampa and Caldwell. The corridor parallels the I-84 interstate and the Union Pacific Main Line. The corridor is home to a significant concentration of the city's commercial businesses and is considered a principal arterial. Development along the corridor is auto-mobile oriented and includes vehicle dealerships, automobile repair, restaurants, regional shopping, and other uses. Commercial uses are interspersed with some mobile home, multi-family, and single-family residential. The corridor is congested at various times and hosts fixed route and OnDemand transit service. As the Valley continues to grow, development of this corridor to better accommodate transit, rail, and bikes and pedestrians will help alleviate congestion, allow residents maximum mobility, and continue to foster livable communities.

#### **Phase 1: Data Collection & Vision:**

- a. Collect baseline data to provide a basis for decision making.
- b. Engage stakeholders and develop a consensus on a vision for the corridor that supports multi-modal transportation.
- c. Develop 3 scenarios with different levels of transit and multi-modal options.

#### **SCOPE OF WORK:**

##### **2. Project Area**

- a. The Nampa Caldwell Boulevard (including Blaine St, Cleveland Blvd) between Simplot Boulevard in Caldwell to 16th Ave S in Nampa, Idaho.

##### **3. Research the area and understand past studies and planning documents:**

- a. Review the following planning documents to inform the direction of this study.
  1. Communities in Motion 2050 (COMPASS)
  2. Valley Connect 2.0 (VRT)
  3. City of Nampa Comprehensive Plan
  4. City of Nampa Bike and Pedestrian Plan
  5. City of Caldwell Comprehensive Plan
  6. City of Caldwell Bike and Pedestrian Plan
  7. City Transportation Master Plans
  8. Canyon County Comprehensive Plan
  9. Bus stop typology and design guidelines
  10. Rail Study Plans
  11. City Zoning Maps

12. Idaho Transportation Department Plans
13. Available traffic data
14. Other plans as identified.

#### **4. Data Collection & Analysis**

The consultant will identify, collect, and analyze transportation, land use, demographics, and economic data to understand current conditions and provide a basis for strategy development.

- a. Collect traffic data including number of vehicles throughout the day, trip length, trip time, origins, and destinations.
- b. Identify current mode-splits and discuss desired mode splits.
- c. Identify levels of service and key break points along the corridor, including peak hour spreading.
- d. Identify & map existing transit, rail, park n rides and multi-modal facilities along the corridor.
- e. Review Idaho Department of Transportation plans for future on-ramp locations at Ustick Road, Middleton Road, Linden Road, and/or other locations.
- f. Provide and analyze demographics along the corridor.
- g. Prepare a Market Analysis of the area focusing on existing and projected business trends, area economics, and other factors.
- h. Review current and proposed land use and traffic forecast.
- i. Identify and map undeveloped and underutilized parcels and sizes, current zoning, and access.
- j. Identify and analyze parcels with potential for redevelopment by comparing the value of the land to the value of the structure.
- k. Map of streets current and future functional classification of cross streets at TOD nodes
- l. Utilizing above data, develop criteria and decision matrix for and identify TOD node locations.
- m. Identify and map existing and proposed location of sidewalks and bikeways or pathways ½ mile around each TOD node and existing bus stop, identify key connection points to existing or proposed pathways and bikeways.
- n. Consultant will provide deliverables necessary to complete this work.

#### **5. Vision & Scenarios**

Utilizing the data collected and analyses along with engagement with the stakeholder advisory council and public input develop a multi-modal vision for the corridor which includes goals and objectives. Utilizing the vision prepare three different scenarios of multi-modal activity including a no build scenario.

#### **6. Engagement Plan**

The study will engage the key stakeholders and the public on developing a multi-modal vision for the corridor that builds excitement for the future of transit in Canyon County. A Stakeholder

Advisory Committee (SAC) will be formed to guide the vision and policies and provide feedback on data and analysis.

**VRT will do the following:**

- a. Identify stakeholders and include an executive team with an elected official from each land use and transportation agency, and one stakeholder representative from the community. Representatives will be from the planning, engineering and transportation departments from the cities and county, transportation agencies, representatives of the business community such as the Nampa/Caldwell/Hispanic chamber, United Way, Downtown business associations, economic development, social service organizations, developers and others as identified.
- b. VRT will reach out to identified stakeholders and collect contact information.
- c. VRT Communications will review all information and meeting materials prepared by the consultant and provide branding collateral and ensure consistency with VRT's branding guide.
- d. VRT will identify groups that can perform 3<sup>rd</sup> party outreach to the Hispanic community and budget a stipend based on the consultants estimate for 3<sup>rd</sup> party outreach efforts.
- e. VRT will develop a webpage on the VRT website to share information.

**Consultant will do the following:**

- a. Prepare stakeholder meeting agenda's, PowerPoints, and other informational materials.
- b. Facilitate stakeholder meetings.
- c. Prepare an outline/minutes after each stakeholder meeting for VRT Staff and SAC representatives to update elected officials and community groups etc.
- d. Community outreach materials and information should be prepared by the Consultant to provide to a 3<sup>rd</sup> party Stakeholder for presentation, meeting facilitation, and collecting and recording input. Consultant should identify specific materials needed and estimate the time and appropriate level of stipend to be paid to the 3<sup>rd</sup> party, payment with authorization from VRT.
- e. Work with VRT Communications to prepare creative and exciting public outreach to collect the public's vision of the corridor and public reaction on multi-modal scenarios.
- f. Public outreach should include communications addressing the Hispanic community utilizing existing organizations.
- g. Consultant will provide deliverables necessary to complete this work.

**7. Project Management and Coordination**

- a. Administer work plan and schedule.
- b. Correspondence with Project Stakeholders.
- c. Bi-Weekly progress meetings via Microsoft Teams with VRT staff and consultant.
- d. A minimum of six (6) meeting with Stakeholder Advisory Group with minutes; and
- e. Contract management and billings

**8. Develop and provide a proposed project schedule for FY23-24**

- a. Identify key project milestones.
- b. Outline engagement process.
- c. Identify key points VRT staff needs to engage or provide information etc.

**9. Timeframe**

- a. The plan shall be completed and adopted by the Board of Valley Regional Transit by June 30, 2025.

**10. Deliverables:**

- a. Corridor Study Document
  1. Study summarizing purpose, data and strategies, including:
  2. Narrative Description
  3. Multi-Modal Corridor; Vision, Goals, Objectives
  4. Decision matrix and criteria for selecting TOD nodes.
  5. Maps
  6. VRT/City Council final presentation
  7. Public Input summary
- b. Fifteen (15) full-color copies of the study as well as an electronic copy of the study and executive summary for web-based publication, formatted as 2-sided document.
- c. Traffic Data, Models, and Analysis
- d. Provide a high-level cost estimate for the selected multi-modal scenario
- e. Video simulation of 3 key intersections (this optional provide as a separate budget line item)
- f. Processed drone footage of existing conditions at key intersections
- g. Minutes/meeting summaries from SAC meetings to update elected officials.
- h. PowerPoint presentations electronic file
- i. Provide photos from community meetings.

**11. Available Data:**

To assist consultants in developing a proposal, VRT has gathered traffic data, building permit data, and transit rider information. To obtain the data, send your contact information: name and email address, to VRT Procurement at [procurement@ridevrt.org](mailto:procurement@ridevrt.org), Subject: RFP 2024-04-18, Available Data.

VRT will then issue an email to the consultants with access for that data.

**EXHIBIT B  
PRICE QUOTE**

Offeror's Price Quote shall contain the information listed below as an Exhibit to Offeror's proposal. Offeror's Price Quote Exhibit shall be a separate .pdf file included electronically and transmitted as a separate attachment in the email with Offeror's proposal. Offeror's Price Quote Exhibit shall be signed by Offeror's authorized representative.

Price Quote must be in US Dollars.

Offeror's Price Proposal will provide key personnel rates who will be working on this project.

**Annual Price Increase:**

Any annual price increase must be noted in Offeror's Price Quote. \_\_\_\_\_

The various components of Offeror's Price Quote may be adjusted on the anniversary date of the contract's effective date. Offeror will give VRT at least thirty (30) days' prior written notice of the effective date of such price increase. Any such price increase is subject to approval by VRT.

Offeror's Price Proposal will provide key personnel rates who will be working on this project.

**Service Rates:**

Description	Rate
Phase 1 planning process and deliverables	
3 <sup>rd</sup> Party Stakeholder Stipend	
Video Simulation (optional)	

Quote shall remain valid for a period of not less than ninety (90) days from the due date of the RFP solicitation.

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

## EXHIBIT C SUBMITTAL REQUIREMENTS

In submitting responses, Offerors are to be aware that VRT strongly considers the completeness of the submittal to be the most important. Clear and effective presentations are preferred. The cover letter shall clearly contain the RFP title and the respondent's name. Submitted electronic RFP response must include the following information:

- A. **Coversheet** of this RFP, See Page # 1, above, with Offeror's name at bottom of summary page.
  
- B. **Cover Letter** addressed to Procurement Administrator, should serve as both an introduction of the Offeror and an overview of the proposal. Introduction should:
  - i. Identify the project manager.
  - ii. Provide contact information (physical address, telephone number, and email) and a statement confirming the commitment of key personnel identified in the submittal to meet VRT's quality and schedule expectations.
  - iii. No information shall be included in the cover letter.
  - iv. Include a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for proposal.
  
- C. **Written Responses** should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding item number. See written response format on page 1.
  - i. **Project Manager**: Identify the Project Manager who will be responsible for the execution of work and ensuring adequate personnel and other resources are made available and who is responsible for quality and timeliness of the Offeror's performance.
  - ii. **Key Personnel**: Identify key personnel for this project and each person's role and duties, their experience and qualifications as it pertains to providing these services.
  - iii. **Firm Qualifications and Relevant Experience**: Discuss the firm's qualifications, experience and history in working on projects or providing services similar to those that are the subject of this RFP. Please address the firm's project management systems including reporting, billing, and quality assurance (QA) quality control (QC) processes.
  
- D. **Sub-contractors or Joint Venture Partners**: As applicable, list all key sub-contractors or joint venture partners that may be directly involved in this project.
  - I. Identify the role of the sub-contractor or joint venture partner.
  - II. Include the qualifications and relevant experience as described in items III-C above. References and resumes are not required for sub-contractors or joint venture partners.

- E. **Project Manager.** Provide a resume summarizing qualifications and experience of the project manager and a brief resume of the key staff that will be directly involved in the project. Include a brief description of the role of individuals in the referenced projects.
- F. **Acknowledgment of Addenda and Certification:** Complete Section 11 with official signature(s) and date(s).
- G. **Price Proposal:** Complete Offeror's Price Proposal as described in Exhibit B to this RFP and submit as a separate attachment to Offeror's email submittal. Price Proposal must be in US Dollars. Any annual price increase must be noted in Offeror's Price Proposal.
- H. **References:** Complete Section 12 with references for three directly applicable projects with current contact information. Include references for sub-consultants, if applicable.
- I. **Debarment and Suspension Certification:** Complete Section 13 with official signature(s) and date(s) if applicable.
- J. **Conflict of Interest Affidavit:** Complete Section 14 with official signature(s) and date(s).
- K. **Lobbying Certificate:** Complete Section 15 with official signature(s) and date(s) if applicable.
- L. **FTA Requirements.** Complete Section 16 with official signature(s) and date(s).

**English Language.** Offers submitted in response to this **solicitation shall be in the English language.** Offers

**EXHIBIT D  
EVALUATION CRITERIA**

**PROPOSAL EVALUATION REQUIREMENTS**

**A. Proposal Criteria Evaluation (Listed In Relative Order of Importance)**

1. Qualifications and Experience of the Firm
2. Project Manager and Key Personnel Experience
3. Method of Approach and Demonstrated Understanding of Statement of Objective
4. Price Proposal
5. References

**B. Price Proposal Price – See Exhibit B**

**C. General**

**1. Shortlist:**

VRT reserves the right to shortlist the Offerors on the stated criteria. However, VRT may determine that shortlisting is not necessary.

**2. Interviews:**

VRT reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, VRT may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The VRT shall not reimburse the Offeror for the costs associated with the interview process.

**3. Additional Investigations:**

The VRT reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.



**EXHIBIT E  
SAMPLE SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (“**Agreement**”) is made effective this (Month, Day, Year) (“**Effective Date**”) by and between **Valley Regional Transit** (hereinafter referred to as “VRT”) and (**Vendor Name**) (hereinafter referred to as “Vendor”).

WITNESSETH:

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

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

**ARTICLE 1 - STATEMENT OF OBJECTIVE**

**1.1** Vendor agrees to perform the tasks outlined in Statement of Objective, Exhibit A to the Request for Quote \_\_\_\_\_ (attached herein). The work or services shall be performed under the direction and review of VRT’s Chief Executive Officer or designated person(s).

**1.2** Vendor’s project manager shall be (Name of project manager), who is responsible for carrying out the provisions of this agreement and coordinating with sub-vendors, where appropriate.

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

**ARTICLE 2 - DURATION**

**2.1** This Agreement shall continue as follows:

Effective Date: Month, Day, Year:

End Date: Month, Day, Year :

By mutual agreement, the parties may extend the term of this Agreement for up to \_\_\_(X)\_\_\_ additional terms of (1) year each.

**ARTICLE 3 – PERFORMANCE OF THE SERVICES**

**3.1** Vendor will perform the work services required under this Agreement in a good and workman-like manner consistent with the applicable standard of performance and care in Vendor’s industry. The work or services shall be performed in a timely manner, according to the schedule established by VRT.

**3.2** Vendor warrants and guarantees that the work or services performed under this Agreement will meet or exceed the minimum specification requirements set forth in the RFP or this Agreement. If VRT finds that the services provided do not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Vendor will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.

**3.3** During the term of this Agreement, representatives of Vendor 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.

**3.4 FORCE MAJEURE:** Except as otherwise provided herein, neither Vendor nor VRT 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 pandemic; lightning; earthquake; fire; 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.

#### **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, Vendor will invoice VRT according to the Vendor’s Price Quote attached as Exhibit B in this agreement. 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 Vendor or reimbursed to Vendor. The awarded vendor will be paid in US Dollars and can expect payment within 30 days after receipt of invoice.

**4.2 Invoicing:** All invoices, with supporting documentation need to be mailed to: VRT, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or email to: Payables@ridevrt.org. All Invoices are processed bi-weekly.

#### **ARTICLE 5 - INDEPENDENT VENDOR**

**5.1** In the performance of all services hereunder:

**5.1.1** Vendor shall be deemed to be and shall act as an independent vendor 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 Vendor. VRT shall issue Vendor a 1099 rather than a W-2 form. Vendor is not entitled to receive any benefit which employees of VRT are entitled to receive, if any, and Vendor 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 Vendor’s work for VRT. Vendor shall maintain Vendor’s own occupational licenses in any and all cities and counties, as may be required by applicable law. Vendor shall furnish VRT with current certificates and proofs of payment that Vendor has coverage for workers’ compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as VRT may require of Vendor from time to time.

**5.1.2** This Agreement does not create an employer-employee relationship between VRT and Vendor, 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** Vendor 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: (1) the performance of services under this Agreement by Vendor or any agent, employee, or sub-vendor of Vendor; (2) Vendor's breach of this Agreement; or (3) any errors or omissions of Vendor or any agent, employee, or sub-vendor of Vendor.

**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** Vendor 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** Vendor 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/PIGGYBACKING**

**10.1** Except as provided in Section 10.2 below, this Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

**10.2** In accordance with FTA Circular 4220.1F, Appendix D, VRT's rights and obligations under this Agreement, may be assigned, in whole or in part, to other FTA recipients and Vendor shall remain obligated to perform under the terms of this Agreement for that other FTA recipient.

## **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 Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Vendor fails to perform the services within the time specified herein or any extension thereof; or (b) if Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances does 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** Vendor shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Vendor with respect to the terminated part of this Agreement except as herein provided. In case of Vendor's default, VRT's rights as set forth herein shall be in addition to VRT's other rights although not set forth in this Agreement.

**13.3** Vendor shall not be liable for damages resulting from default due to causes beyond Vendor's control and without Vendor'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 without cause, in whole or in part, for VRT's convenience or because of the failure of Vendor to fulfill its obligations under this Agreement. If VRT terminates this Agreement, VRT shall deliver to Vendor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor 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, VRT may make an equitable adjustment in the payment for the services provided but shall not allow anticipated profit on unperformed services. If the termination is for failure of Vendor to fulfill this Agreement

obligations, as set forth below, VRT may complete the work by contact or otherwise and Vendor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Vendor 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 Vendor fails to perform in the manner called for in this Agreement, or if Vendor 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 Vendor setting forth the manner in which Vendor is in default. Vendor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement, less any offsets for amounts owed to VRT. If it is later determined by VRT that Vendor 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 Vendor, VRT, after setting up a new performance schedule, may allow Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Vendor and its sureties for said breach or default.

**15.4** In the event that VRT elects to waive its remedies for any breach by Vendor 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 Vendor not less than thirty (30) days written notice.

**15.7** Vendor 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, Vendor 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, Vendor 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 Vendor is in compliance with the requirements stated herein. In assessing compliance, VRT may consider during its review of Vendor’s submission package and Vendor’s documented history of non-compliance with DBE requirements on previous contracts with VRT.

**17.3** Vendor 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 requiring all sub-vendors to take the affirmative steps above. (2 C.F.R § 200.321)

**17.4** Vendor and its subrecipients and sub-vendors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Vendor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Vendor 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 Vendor, Vendor 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 Request for Quote, Vendor 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. Vendor will notify VRT of the dollar value of the sub-agreement and the DBE status of any sub-vendor or service provider. When DBE status is claimed for these sub-vendors or service providers, Vendor shall provide VRT of written proof of DBE certification.

**17.7** Vendor 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. Vendor 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** Vendor 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 sub-vendor who will be subject to the clause.

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

## **ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS**

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

**18.2 Incorporation of Federal Transit Administration (“FTA”) Terms.** The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (“DOT”), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as revised, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Vendor 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** Vendor 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 sub-vendor who will be subject to the clause.

**18.3 Federal Changes.** Vendor 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. Vendor'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, Vendor 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, Vendor 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, Vendor 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. Vendor 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, Vendor 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, Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Vendor 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, Vendor agrees that it will not discriminate against individuals on the basis of disability. In addition, Vendor agrees to comply with any implementing requirements FTA may issue.

**18.4.2.4** Vendor 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** Vendor 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, Vendor 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, Vendor 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 Vendor to the extent the Federal Government deems appropriate.

**18.5.2** Vendor 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 Vendor, to the extent the Federal Government deems appropriate.

**18.5.3** Vendor 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 sub-vendor 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-vendor who will be subject to the provisions.

#### **18.6 No Obligation by the Federal Government.**

**18.6.1** VRT and Vendor 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, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

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

#### **18.7 Federal Privacy Act Requirements.**

**18.7.1** Vendor 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, Vendor agrees to obtain the express consent of the Federal Government before Vendor or its employees operate a system of records on behalf of the Federal Government. Vendor 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** Vendor 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** Vendor will retain, and will require its sub-vendors 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** Vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Vendor 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** Vendor 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 Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees to provide the FTA Administrator or his/her authorized representatives including any PMO Vendor access to Vendor'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** Vendor 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** Vendor agrees to permit VRT, FTA and their vendors access to the sites of performance under this Agreement as reasonably may be required.

**18.9 Energy Conservation.** Vendor 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** Vendor 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 sub-vendor 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 Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Vendor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon Vendor and Vendor shall abide by the decision.

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

### **18.11 Fly America.**

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

### **18.12 Water Pollution.**

**18.12.1** Vendor 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 . Vendor 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** Vendor 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 sub-vendor who will be subject to the clause.

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

### **18.13 Clean Air Act.**

**18.13.1** Vendor 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 . Vendor agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**18.13.2** Vendor 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 sub-vendor who will be subject to the clause.

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

### **18.14 Lobbying Limitations and Certification.**

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

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

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

**18.14.3** Vendor 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 subrecipients shall certify and disclose accordingly.

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

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

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

### **18.15 Contracts Involving Experimental, Development, Or Research Work**

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

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

- (a) Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
- (b) Any rights of copyright purchased by the Vendor using Federal assistance in whole or in part by the FTA.

**18.15.1.2** Unless FTA determines otherwise, the Vendor performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject

data developed in the course of this Agreement, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

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

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

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

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

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

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

**18.15.2.2** Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), VRT and Vendor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S.

Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

### **18.16 Debarment and Non procurement**

**18.16.1** Vendor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Agreement and all related contract at any level irrespective of the contract amount. As such, Vendor certifies that its principals, affiliates, and sub-vendors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

**18.16.2** The certification in Section 18.16.1 is a material representation of fact relied upon by VRT. If it is later determined by VRT that Vendor 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. Vendor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement.

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



## **18.18 Employee Protections.**

**18.18.1** Vendor represents and warrants that a copy of the current prevailing wage determination issued by the DOL has been provided to VRT in connection with the RFP.

**18.18.2** Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5. Vendor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Vendor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Vendor will permit such representatives to interview employees during working hours on the job.

**18.18.3** If this Agreement meets the definition of a prime construction, alteration or repair contract in excess of \$2,000 awarded by FTA, then Vendor agrees to comply with the terms of this Section 12.12.3. Vendor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Vendor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Vendor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. Vendor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Vendors and Sub-vendors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**18.18.4** If Vendor’s performance of this Agreement involves the employment of mechanics or laborers and the value of this Agreement is in excess of \$100,000, then Vendor agrees to comply with the terms of this Section 12.12.4. Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Vendor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event

of any violation of the clause set forth herein, Vendor and any sub-vendor responsible therefor shall be liable for the unpaid wages. In addition, Vendor and sub-vendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

**18.18.5** These requirements extend to all third party vendors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

### **18.19 Recovered Materials**

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

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

### **18.20 Veterans Employment. 49 U.S.C. 5325 (k)**

**18.20.1** To the extent practicable, Vendor agrees that it:

**18.20.1.1** Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

**18.20.1.2** Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

**18.20.2** Vendor also assures that its sub-vendor will:

**18.20.2.1** Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

**18.20.2.1.** Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **18.20 Insurance and Bonding Requirements.**

**18.21.1 Required Insurance Coverage:** Vendor shall procure, maintain, and keep in force, at Vendor's expense, the Insurance Coverage as required below and shall cause VRT to be a named insured on all policies (except professional liability). Vendor shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Vendor shall have and maintain, at Vendor's 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 vendors, 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 Vendor and its sub-vendors, 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, \$1,000,000 Policy Limit. The Vendor 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.

**18.21.2 Bonding.** For all contracts with an estimated value of \$50,000 or more, the Vendor will provide a performance and payment bond in an amount equal to the estimated value of the work. Such performance and payment bond will be issued by a surety acceptable to VRT.

**18.22 Seismic Safety.** The vendor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The vendor also agrees to ensure that all work performed under this contract, including work performed by a sub-vendor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**18.22.1** The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier vendors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all sub-vendors.

### **18.23 Safe Operation of Motor Vehicles.**

**18.23.1** Seat Belt Use. Vendor 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 Vendor or VRT.

**18.23.2** Distracted Driving. Vendor 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 Vendor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

**18.23.3** Flow Down. Vendor 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.

**18.24 Buy America.** Bidder shall follow the domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);

**18.25 Build America, Buy America Act.** Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70928 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

**18.26 Telecommunications and Video Surveillance Services and Equipment.** Bidder and any subcontractor or supplier to Bidder are prohibited from obligating or expending loan or grant funds to:

**18.26.1** Procure or obtain;

**18.26.2** Extend or renew a contract to procure or obtain; or

**18.26.3** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**18.26.3.1** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment

produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**18.26.3.2** Telecommunications or video surveillance services provided by such entities or using such equipment.

**18.26.3.3** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **18.27 Trafficking in Persons.**

**18.27.1** *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

**18.27.1.1** Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and

**18.27.1.2** The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

**18.27.2** *Definitions.* The Recipient agrees that for purposes of this section 4(f):

**18.27.2.1** *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.

**18.27.2.2** *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**18.27.2.3** *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.26, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.26(b).

**18.27.2.4** *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

**18.27.2.5** *Commercial sex act* has the meaning given at section 103 of the

TVPA, as amended, 22 U.S.C. § 7102.

**18.27.2.6** *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

**18.27.3** *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:

**18.27.3.1** *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

**18.27.3.2** *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

*XXXCompany Name agrees that it and its employees that participate in the Recipient's Award, may not:*

*Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*

**18.27.4** *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:

**18.27.4.1** *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

**18.27.4.1.1** Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;

**18.27.4.1.2** Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

**18.27.4.1.3** Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

**18.27.4.2** *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

**18.27.4.2.1** Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or

**18.27.4.2.2** Has an employee whose conduct is determined to have

violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

**18.27.4.2.2.1** Associated with the performance of the Recipient's Underlying Agreement; or

**18.27.4.2.2.2** Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

**18.27.4.2.2.2.1** U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or

**18.27.4.2.2.2.2** U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

**18.27.5** *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

**18.27.5.1** A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

**18.27.5.2** An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

**18.27.6** *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

**18.28 Federal Tax Liability and Recent Felony Convictions.**

**18.28.1 Transactions Prohibited.**

**18.28.1.1** The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

**18.28.1.1.1** Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

**18.28.1.1.2** Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

**18.28.1.2** If the prospective Third-Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA’s written approval.

**18.28.2 Flow-Down.** The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

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

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

**VENDOR: (VENDOR NAME)**

By: \_\_\_\_\_

Vendor Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Federal Employer #SS#

DUNS # \_\_\_\_\_

VRT: VALLEY REGIONAL TRANSIT

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

By: \_\_\_\_\_

Elaine Clegg, Chief Executive Officer



**Exhibit A**  
**Statement of Objective**  
**[same as from RFP]**

**Exhibit B**  
**Vendor Price Quote**

SAMPLE