

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

**REQUEST FOR PROPOSALS
2019-07-02**

INNOVATIVE BIKE SHARE PROGRAM

Issue Date: July 2, 2019

Proposal Due Date: August 13, 2019

INNOVATIVE BIKE SHARE PROGRAM

Solicitation No.	RFP 2019-07-02
Item Description	Valley Regional Transit (VRT) is seeking proposals from private companies to develop and implement a modern and innovative bike share program in Boise, Idaho.
Deadline for Proposal	Proposals are due August 13, 2019 @ 4:00 p.m. MST
Term of Agreement	The term of this agreement will be for five (5) years, commencing October 1, 2019.
Pre-Proposal Meeting	July 11, 2019, 10:00 a.m. MST. Proposers may have the option of attending in person or by conference call. Those wishing to attend (either) are requested to notify the Procurement Department at 208-258-2795 or email: procurement@valleyregionaltransit.org
Direct inquiries to Procurement Administrator	Kelly Jakovac, Grants/Procurement Administrator procurement@valleyregionaltransit.org 208-258-2795
Format of Proposal Proposers are responsible for verifying receipt by VRT of the submittals.	<u>Mailed proposals:</u> SUBJECT: RFP 2019-07-02 – Innovative Bike Share Program Include one original set and one copy of sealed price proposal in separate envelope. <u>Emailed proposals: Subject line:</u> RFP 2019-07-02 Innovative Bike Share Program Include one .pdf and separate .pdf document with price proposal.
Send Submittals To:	Valley Regional Transit Attn: Kelly Jakovac, Procurement Administrator 700 NE 2 nd Street, Suite 100 Meridian, ID 83642 Email: procurement@valleyregionaltransit.org
Clarification of Proposal	During the evaluation of submittals: VRT reserves the right to reject any and all proposals; contract proposers for additional information or clarification; to waive any informalities and irregularities in the proposal submission process; negotiate with any proposer; and to accept proposals which are considered to be in the best interest of VRT.
RFP Timeline	These dates are for planning purposes and represent the agency's desired timeline for this project. Any revision to the "Deadline for Proposals" will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

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

PROPOSERS NAME: _____

REQUEST FOR PROPOSAL RFP 2019-07-02 INNOVATIVE BIKE SHARE PROGRAM

Activity	Timeline
RFP Issue Date	July 2, 2019
Pre-Proposal Meeting	July 11, 2019, 10:00 a.m. MDT
Questions Due	July 19, 2019, 4:00 p.m. MDT
Proposals Due	August 13, 2019 4:00 p.m. MDT
Negotiation period	August 21 - September 6, 2019
Notification of Intent to Award	September 11, 2019
Notice to Proceed/Agreement	September 24, 2019

1. BACKGROUND

Boise GreenBike is a service of Valley Regional Transit, the transit authority for Ada and Canyon counties in southwest Idaho. Boise GreenBike started operations on April 15, 2015 with 114 bikes at 15 station hubs using the Social Bicycles platform and bikes. In the years since, the system has grown modestly to 127 bikes. To make the system more useful Boise GreenBike added dozens of ‘Flex Hubs,’ which are ordinary bike racks that have been designated with geo-fences as places where the bikes can be locked without penalty.

Boise GreenBike started as a public health initiative designed to help residents and visitors get some exercise, reduce traffic congestion and improve air quality. Being housed under a transit authority, the bike share program is also seen as a first-last mile connection to Valley Regional Transit’s traditional services.

Boise GreenBike is a public-private partnership. The majority of the assets were acquired with federal grant money, with a local match. However, the operating budget has come from a combination of rider fees, membership sales and sponsorships. Throughout its existence, Boise GreenBike has relied heavily on sponsorship dollars, with roughly three-quarters of the operating budget coming from sponsors. The largest share of sponsorship support comes from SelectHealth and St. Luke’s Health Systems, the co-title sponsors.

The bike share program has been successful despite its small size. In fiscal year 2018 the program generated more than 35,000 rides, its best year ever. Membership now stands at approximately 20,000. Since the beginning, the program has generated more than 100-thousand trips, covering more than 260-thousand miles. Boise GreenBike also sponsors a number of signature events each year that helps to generate community support of the program.

Social Bicycles, doing business as Jump, was acquired in April 2018 by Uber and has significantly changed its operating model. In spring of 2019 Jump informed its clients that support of the existing system would end in the fall of 2020. The intention of this procurement is to launch the new system in spring of 2020.



The bike share industry has changed dramatically since Boise GreenBike launched four years ago. Bike share is just one type of micro-mobility available in the marketplace. Boise now hosts three electric scooter companies, Lime, Bird and Spin. Between the three companies there are 750 scooters, which far out-number Boise GreenBikes. The ease of unlocking the devices and the fact that users don't have to work to get around made the scooters wildly popular, particularly for trips of one mile or less. The city has capped the number of scooter companies at three. Boise GreenBike is not subject to the limitations placed on the scooter companies.

Valley Regional Transit believes there is still a market for bike share for a couple of reasons. Not everyone wants to ride a scooter, and bikes make it easier to carry things, like a purse or a briefcase. We have also learned some lessons from the scooter companies. The public wants electric-assist devices, and they want the convenience of leaving a mobility device where their trip ends. That's why we seek the flexibility of dockless electric-assist bikes. Still, we value the predictability and order that exists with being able to lock a bike to a rack. We prefer to leverage the existing station hubs and locations for the next iteration of bike share.

Boise GreenBike is leasing shop space and has two vehicles used to move bikes. The program employs three people.

1.1 About the region

Boise is the capital of the State of Idaho. The city has a population of about 230,000 people, but the metropolitan area, known as the Treasure Valley, is home to around 750,000. Valley Regional Transit is the transit authority for the two most populous counties in the Treasure Valley, Ada and Canyon counties. As such, VRT operates fixed line bus routes and other mobility services. Boise is also home to Boise State University whose campus just south of downtown hosts 24,000 students annually. The region is growing rapidly and routinely makes 'best places' lists, in part because of the low cost of living and high quality of life offered by Boise and the surrounding communities.

The City of Boise has the best bicycle infrastructure in the region. There is a network of buffered and protected bike lanes, as well as low-stress neighborhood bikeways. But the crown jewel is the 26-mile-long Boise River Greenbelt, a multi-use pathway running on both sides of the river. It is by far the most popular place for people riding Boise GreenBikes.

2. STATEMENT OF OBJECTIVE

Valley Regional Transit (VRT) is seeking proposals from private companies to develop and implement a modern and innovative bike share program in Boise, Idaho. VRT is interested in developing a public-private partnership that can leverage human, financial, technical and equipment resources to deliver a comprehensive, high quality, sustainable, bike share solution for the City of Boise. VRT is a regional transit authority and envisions the possibility of expanding bike share services to other urban communities in its jurisdiction as well as first-last mile connectivity to its fixed line bus services.

At a minimum the system should have the following characteristics.

- Reliable, safe and durable bikes

- Bikes must have lights, reflectors and bells
- Electric-assist bikes (or a mix of electric-assist and pedal bikes)
- Dockless bikes
- Customizable paint and graphics
- Willingness to continue working with current title and other sponsors
- GPS tracking capability
- Geo-fencing capability
- Intuitive and easy to use mobile app
- Advertising space on the bikes and other system assets
- Intuitive and easy to use public website
- Comprehensive real-time data reporting and operational tools for administrators
- Fully customizable user fee structure
- Customer support system

The following are characteristics of a system that would be desirable but not required:

- 500+ bikes
- Ability to leverage existing station assets and/or locations for device parking
- Lock-to capability
- Full branding or co-branding options
- Revenue sharing
- Innovative and cost-effective bike rebalancing strategies
- Interoperability with transit fare boxes and/or mobile ticketing apps
- Additional mobility devices
- Equity program for low income residents of the community
- User education program
- Alternative mobility devices for people with disabilities, i.e. bike share for all
- Alternatives and options to leverage, re-use or dispose of existing bikes

3. Submittal Requirements

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

3.1 In submitting responses, Proposers are to be aware that VRT strongly considers the completeness of the submittal to be the most important goal. Clear and effective. The written response shall be submitted in an 8 ½" x 11" format with foldouts from this basic size utilized and not to exceed 10 double sided pages excluding exhibits, as necessary. The cover shall clearly contain the RFP title and the respondent's name.

3.2 All copies should be printed double sided

3.3 Unnecessary samples, attachments, elaborate promotional material or documents not specifically asked for should not be submitted.

4. Submittal Requirements Format



4.1 Cover Letter addressed to Kelly Jakovac, Procurement Administrator, should serve as both an introduction of the Proposer and an overview of the proposal. No price information shall be included in the Cover Letter. The letter shall include a statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the due date for proposal.

4.2 Written Responses should include the information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding Item Number.

NOTE: Written responses totaling more than 10 double sided pages in length are not acceptable

5. General Written Responses

5.1 Firms Qualifications, including experience and references for similar projects.

Provide a brief overview of your company qualifications, organization structure, products or services, number of employees, locations and turnover.

5.2 Approach and innovation

Provide a brief overview of your company's approach and keeping current with innovations within the industry.

5.3 Equipment safety, reliability and durability

Provide a brief overview of your company's policies regarding the safety and reliability of equipment and the durability of your equipment.

5.4 Technology, data and integration

Provide a brief overview of the technology, data and integration of the system being proposed and how the technology is maintained and upgraded to stay current with standards in the industry.

5.5 Implementation plan and schedule

Provide an overview of how your company would plan to work with Boise GreenBike to implement the transition over to the new system. How would this be implemented and how would you meet the specific timeline.

5.6 Proposer's Information and Certification: Completed in Section 9 with official signature(s) and date(s).

5.7 Budget: A completed Section 12 budget proposal page.



5.8 References: Section 13 - Provide references of three directly applicable projects with current contact information for each task that applies to your company. Include references for sub-consultants, if applicable.

5.9 Proposal submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

6. Evaluation Criteria and Award of Contract

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

6.1 Responsive / Responsible: Section 9 and its contents will be reviewed under this section for determining Proposer responsibility. In order to qualify as a responsible Proposer, in addition to other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of VRT that it has the integrity, skill, and the time specified. All Proposers shall complete and submit Section 9 contained in the required form submittal section of this RFP. Items including but not limited to references, project personnel, insurance certifications, etc., will be checked and verified. The experience and capability of the Proposer to undertake this contract.

6.2 Firms qualifications.

VRT will be looking specifically at how your company's experience and financial capacity will ensure sustainability for the services you will be providing. How will the work your company will be doing directly drive towards our mutual business goals and priorities.

6.3 Project approach and innovation

VRT will be looking specifically at how your company will ensure sustainability for the services through innovation and adaptability to changing market forces. Explain how your company's approach will help meet our mutual business goals and priorities. This will include offering a step-by-step guide for planning, implementing and scaling the project(s). Include an explanation of your company's products report system performance.

6.4 Budget Proposal (Section 12)

Your company's budget proposal should have a thorough and accurate revenue proposal. The Evaluation Committee will determine if the revenue is fair and reasonable and the best value.

Mailed submittals in separate sealed envelope included with and as a part of your solicitation response. Emailed proposals as separate .pdf - Only one signed copy is necessary.



6.5 Written Responses

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

6.6 References (Section 13)

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

7. Negotiations (Professional Services Agreement)

If there are no protests, or any filed protest found to be without merit, Valley Regional Transit and the successful Prime-Proposer will enter into final negotiations to develop a final Professional Services Agreement. In addition to any other negotiation criteria described herein, VRT may negotiate to ensure the submitting vendor has a clear understanding of the scope of work required, ensure that the vendor will make available the required personnel and services or facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms including the fee schedule. During negotiations adequate procedures will be used to ensure that any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and VRT may undertake negotiations with the next highest ranked Proposer. Negotiations will take place from VRT's office in Meridian, Idaho.

8. Evaluation

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

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

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

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

VRT will appoint an evaluation committee who will be responsible for reviewing and evaluating each responsible proposal submitted in response to this RFP. Each committee evaluator will independently evaluate each proposal. The committee may convene at any time to discuss



any questions or concerns they may encounter. Upon completion of reviews and evaluate each proposal for qualifications to determine next step negotiations.

VRT reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request for best and final offer. VRT additionally reserves the right to award on the basis of initial proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of the VRT. In any event, VRT reserves the right to accept the proposal it deems to be the best. All unsuccessful Proposers will be notified by a "Notice of Intent to Award" letter.

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

9. Responsive and Responsible – Proposer Information and Acknowledgements

9.1 Submittal Checklist

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

- Cover Letter including your interest in being considered, why you should be selected and experience
- One copy of your proposal package and one copy price proposal (sealed envelope or separate .pdf)
- VRT Responsive and Responsible - Proposer Information and Acknowledgement
- Client References – Section 13
- Completed Budget Proposal – Separate envelope or .pdf - Section 12
- Conflict of Interest – Exhibit A
- Insurance Verification - Exhibit B
- Certificate of Small Business/DBE Verification (If applicable) – Exhibit C

Submitted Proposal contains all completed Forms/Certifications as listed above

Authorized Signature: _____ Date: _____

10. Acknowledges Receipt of the Following Addenda:



ADDENDA	DATE
1.	
2.	
3.	

11. Identity of Proposer and Acknowledgements

The undersigned certifies as follows:

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

Company Full Legal Name _____

Contact Person _____

Legal Address _____

Legal Telephone Number _____

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

Are you eligible to work in the State of Idaho? _____

Company Federal taxpayer identification number _____

DUNS Number (if applicable) _____



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

- An individual or sole proprietorship
 - A general partnership
 - A limited partnership
 - A non-profit organization
 - Other (please explain)
-
-

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

Date of incorporation _____

State of incorporation _____

President's name _____

Vice-President's name _____

Secretary's name _____

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

Proposer:

Signature

Title



12. Budget Proposal

Proposer is to complete this Budget Proposal form in compliance with Part 6.4 of this RFP.

The Budget Proposal shall include all labor, materials, tools, equipment, transportation and other costs necessary to operate a bike share system as stated in this RFP.

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____

Authorized Official



13. Required Client References:

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

PROPOSERS (Company) Name: _____

Company References:

a. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

b. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

c. **Company Name:** _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____



EXHIBIT A
CONFLICT OF INTEREST AFFIDAVIT

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

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

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

- a. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and

- b. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: _____

Signature: _____

Title: _____

**EXHIBIT B
CERTIFICATES OF INSURANCE**

This Exhibit B is made with respect to the Innovative Bike Share Program (the “Agreement”) between Valley Regional Transit and Proposer effective on October 1, 2019.

- a. Proposer, at its sole expense, shall procure and maintain, in effect during the term of the Agreement, any insurance written by an insurance company or companies with Best’s Rating(s) of A VIII or better. All insurance companies must be authorized to do business in the applicable state where Services are performed. By requiring insurance hereunder, Owner does not represent that coverage and limits will necessarily be adequate to protect Proposer and such coverage and limits shall not be deemed as a limitation on Proposer’s liability under the indemnities granted to Owner in the Agreement.

- b. Written certificates of insurance evidencing the coverages required herein shall be provided to VRT prior to the start date of the services under the Agreement. All certificates must be signed by an authorized representative of Proposer’s insurance carrier and must state that the issuing company, its agents, or representatives will endeavor to provide VRT thirty (30) days written notice prior to any policies being canceled.

- c. Once the “Notice of Proceed” has been issued, certificates of insurance shall be mailed or emailed to the following address,

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

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

- a. WORKERS’ COMPENSATION insurance meeting the statutory requirements of all states in which work is to be performed.

- b. EMPLOYERS’ LIABILITY insurance providing limits of liability in the following amounts:

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

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

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000



Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

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

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

EXHIBIT C
CERTIFICATE OF SMALL BUSINESS STATUS
(Proposer Certification Sample Form)

This form must be completed as a condition of your doing business with Valley Regional Transit.

Please provide the requested information and certifications, and have this form signed by an authorized company employee and return to:

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

Proposer Name _____

Address _____

City, State, Zip _____

Telephone _____

Tax Identification: _____

Corporate Status^{1[1]} _____

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

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

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

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

Certified by: _____
Print Name and Title

Signature: _____ Date: _____

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

EXHIBIT E
SPECIAL TERMS, CONDITIONS and REQUIREMENTS

- a. Delivery of items/services shall be at the following location:
Boise Green Bike office, 106 E. 34th Street, Garden City, ID 83714

- b. **Silence of Specification:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. Valley Regional Transit reserves the right to verify specification compliance and other information with published sources as deemed necessary.

- c. **Failure to Deliver:** Contractor shall deliver the items/services and complete any required training in accordance with all of the terms and conditions herein. Failure to do so may be cause for the termination of the Contract. Contractor shall complete delivery within the time specified in Contractor's proposal. Contractor shall notify Valley Regional Transit within one (1) day of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, Valley Regional Transit reserves the right to cancel the order and make the purchase elsewhere. Failure to meet specified delivery requirements may result in Contract termination.

- d. **Proprietary Information:** Proposer 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.

Proposer will include in the submitted proposal information required to be "Confidential Information."

- e. **Records Disclosure:** Proposer shall not disclose information concerning work under this RFP and negotiations if applicable and possible future agreement if awarded to any third party, unless such disclosure is necessary for the performance. 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.

All information relating to VRT/Boise Green Bike or its business, operations or assets (whether in written, electronic or other form and whether or not identified as confidential at the time of disclosure) given to Proposer and all information, including but not limited to, analysis, compilations, studies, forecasts, formulations, techniques, methodology, software, equipment, data, reports, correspondence, know-how, drawings, designs, manufacturing process, manufacturing documentation, sources of supply, patents, trade secrets, vendors' information, clients' or prospects' information, or other documents or materials (whether or not patentable) prepared in connection therewith is referred to in this agreement as the "Confidential Information".

Proposer will include in the submitted proposal information required to be "Confidential Information."

- f. 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
- g. Contractor shall indemnify, defend, and hold harmless VRT, its members, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, suits, administrative proceedings, and expenses, including attorney fees and costs, resulting from a breach of this Agreement by Contractor or any errors or omissions of Contractor, or any agent, employee, or subcontractor of Contractor, in the performance of this Agreement.
- h. **Breaches and Dispute Resolution:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VRT's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon Contractor and Contractor shall abide by the decision.

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

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.

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

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

- i. **Subcontracting:** The requirement for Prime-Proposer responsibility does not prohibit Sub-Proposer or joint ventures provided that the successful Proposer assumes the following responsibilities: The requirement for Proposers responsibility does not prohibit Sub-Offeree or joint ventures provided that the prime successful Proposal assumes the following responsibilities: (1) serves as the sole general Proposer with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Offerees, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal

documenting the financial standing and business history of each Sub-Offeree or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "(5)" must (a) make Valley Regional Transit a third-party beneficiary thereunder; (b) grant to Valley Regional Transit the right to receive notice of and cure any default by the successful Proposer under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Offeree or similar party.

- j. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of an Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement. In addition to other penalties that may be applicable.

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

- l. **Insurance Required Coverage:** Proposer shall procure, maintain, and keep in force, at Proposer's expense, the Insurance Coverage as required in "Exhibit B" and shall cause Proposer shall provide Proof of Insurance to Valley Regional Transit prior to award.

- m. **Guarantee:** The successful Proposer will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Valley Regional Transit finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Proposer will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.

- n. **Currency:** All payments are payable in US currency.

- o. **Stop Work Order:** Any "Stop Work Order" given to awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or their assigns.

- p. **Force Majeure:** Except as otherwise provided herein, neither the vendor nor Valley Regional Transit shall be liable to the other for any delay or failure of performance of any provisions herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force *majeure*. The term force *majeure*, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

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

- q. Protest of Contractor Selection or Contract Award:** If any participating Proposer objects to such award, such Proposer shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting Proposer, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-propose, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j)).
- r. Valley Regional Transit Prerogative:** Valley Regional Transit reserves the right to contract with any single firm(s) or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit Valley Regional Transit to negotiate a contract, nor does it obligate Valley Regional Transit to pay for any costs incurred in preparation and submission of bids or proposals or in submission of a contract. Valley Regional Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Valley Regional Transit: (1) to reject any or all of the bid or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFP.
- s. Alteration of Proposal Document:** Proposer must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your proposal.
- t. Proposer Response: No Additional Terms and Conditions:** Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by a Proposer, including any appearing in documents.
- u. Execution Of Agreement:** All required bonds (if applicable) and insurance certificates (see Part II, § 8, Insurance, below) must be received at Valley Regional Transit's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by Valley Regional Transit. In the event the apparently successful Proposer does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Proposer; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.
- v. Contract Administration:** Grants and Compliance Administrator, Kelly Jakovac at Valley Regional Transit shall assist in the central administration, procurement and execution of

this contract: Email: procurement@valleyregionaltransit.org; Phone (208) 258-2795. 700 NE 2nd St. Suite 100 Meridian, ID 83642

Contract Management: VRT Project Manager, Dave Fotsch shall administer this contract, once executed. Email: dfotsch@valleyregionaltransit.org. Phone 208-331-9266. Mail: Valley Regional Transit, 700 NE 2nd St. Suite 100 Meridian, ID 83642