



July 8, 2019

RE: RFP 2019-06-20
 ITEM: Acquisition of Services
 RFP: Closes: July 24, 2019 4:00 PM MDT

ADDENDUM #2
Changes to Guide in reference to scores and scoring

Addendum #2 for Valley Regional Transit’s RFP-2019-06-20 for Acquisition of Services is hereby made part of the requirements and contract documents for the referenced project. VRT has determined that proposals will be reviewed and awarded based upon experience and qualifications and therefore will not need to be scored individually. The following information is has been removed from the “Guide for Acquisition of Service Providers”.

1. Guide – Item “m” – Evaluation of Proposals

- a. Paragraph 1 - Proposals will not be scored. Proposals will be reviewed and awards will be made on experience and qualifications. All other requirements will remain in effect.
- b. Item 1 – No change
- c. Item 2 – No change
- d. Paragraph 2 – Last sentence. Staff will not score each proposal according to the scoring methodology below:

Provider submission information	40 Max Score
Application itself is completely filled out.	10
All required documentation is attached.	10
The provider is currently financially stable, and has a history of financial stability.	10
The provider is recognized as a Small Business high priority organization	5
The provider’s proposed management structure indicates proper oversight and supervision of the services provided.	5
Proposal narrative and past performance	115 Max Score
The provider’s strengths, as corroborated with references and business contacts, are relevant and will enhance the program.	20
The provider has a history of implementing good quality assurance plans and measures.	25
The provider identified a process that ensures consumer’s complaints are being recognized and a process to resolve these grievances.	5
The provider has a history of implementing and executing a good grievance resolution process.	25
The provider’s staff is trained to work with seniors (65+) and persons with	20
The provider has a reputation for integrity and compliance with the law.	20
Cost-effectiveness, budget, and line items	40 Max Score

The provider will provide various activities that will provide additional support for VRT funded services	20
The provider provided a promising volunteer program plan, which included how volunteers are going to be recruited, placed, duties, etc.	20
Collaboration	20 Max Score
The provider has reasonable networking strategies that will draw support for the programs	10
The provider listed organizations they will collaborate with and how they will support the VRT program	10
Max Score	225

As is evident from the scoring methodology outlined above, feedback from references and business contacts plays a large role in the scoring of each proposal. In addition to contacting the references listed on the application form, VRT staff may communicate with any business contacts of the provider during this RFP process.

2. **Guide – Item “n” Contract Negotiation:** “After the proposal has been scored,” is considered removed from the RFP

3. **Guide – Item “o” Selection Process:**

- a. Item 2: Committee review – Paragraph 1 – “and score each proposal is considered removed from the RFP.
- b. Item e – has been removed from proposals selection process.

4. Attached is the revised “Guide” depicting the above revisions.

Please note, failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements.

There are no other changes at this time.

Sincerely,



Kelly Jakovac
Grants and Compliance Administrator

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

REQUEST FOR PROPOSALS

2019-06-20

Guide for Acquisition of Service Providers

Issue Date: June 20, 2019

**Proposals Due: July 24, 2019
4:00 p.m. MST**



RFP Number	RFP 2019-06-20
RFP Title	Acquisition of Services
Item Description	Improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program acquires transportation services from partners who can plan, design and carryout services to those with special transportation needs such as seniors and individuals with disabilities.
Term	The term of this agreement will be for three (3) years with two (2) optional one (1) year extensions.
Deadline for Submittal	July 24, 2019 – 4:00 p.m. MST
Send questions by July 1, 2019, 4:00 p.m. MST	Kelly Jakovac Procurement@valleyregionaltransit.org
Project Manager	David Pederson
Send Submittals to	<p>1. Proposals can be submitted by sending them to:</p> <p style="padding-left: 40px;">a. Mailed or delivered: Valley Regional Transit Attn: Procurement Department 700 NE. 2nd Street, Suite 100, Meridian Idaho 83642</p> <p>2. Respondents are responsible for verifying receipt by VRT of the submittals.</p>
Clarification of Submittals	<p>During the evaluation of submittals, VRT reserves the right to the following:</p> <ul style="list-style-type: none"> • Contact any or all Service Providers for additional information for clarification purposes, • At its sole discretion, waive disqualifying errors or gain clarification of error or information. • Reject any proposals that are not responsive or complete.
RFP Calendar Timeline	Dates are for planning purposes only and represent the agency’s desired timeline for this project. Any revision to the “Deadline for Submittals” will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

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

SERVICE PROVIDERS NAME _____

1. BACKGROUND, PROPOSAL INFORMATION & CONDITIONS

BACKGROUND

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

The FTA Section 5310 program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities.

- a. **PROPOSAL INFORMATION/CONDITIONS GENERAL:** These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Offerors should review the proposed contract agreement and any supplemental documents attached to this agreement. All the terms and conditions of the agreement are binding on the successful Offeror. Failure to comply may subject the Offeror to immediate rejection. Valley Regional Transit reserves the right to determine whether any offer complies with the requirements as stated in this document.
- b. **SERVICE PROVIDER/OFFEROR RESPONSIBILITY:** Valley Regional Transit has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Offeror represents that it has investigated and agreed to all terms and conditions of this RFP.
- c. **AVAILABILITY OF RFP PACKETS:** Packets are available at Valley Regional Transit, 700 NE 2nd Street, Suite 100 , Meridian, ID 83642, on Valley Regional Transits website: www.valleyregionaltransit.org and also by calling 208-258-2795 to request one.
- d. **SERVICE PROVIDER'S OFFER TO VALLEY REGIONAL TRANSIT:** Each Service Provider must carefully read this RFP and follow the instructions contained in it. Failure to carefully follow the instructions may cause VRT to reject the proposal.
- e. **SUBMISSION INSTRUCTIONS**

Each Service Provider must submit a complete proposal. Submitting a complete proposal requires, at a minimum, (1) submitting a completely filled-out and signed application form, and (2) attaching all documentation requested in the application form. **Answers to all parts of the application must be typed or printed.**



Failure to submit all information requested could result in the proposal being classified as “unacceptable” or rejected on the basis of unresponsiveness.

It is the responsibility of all Service Providers to examine the entire RFP package; VRT will be unable to answer questions after the questions submittal date has closed. Each Service Provider must check all information for accuracy before submitting a proposal. Service Providers should fully describe their background, experience, and procedures in the proposal.

Each proposal must be submitted in its entirety, together with any supporting documents on single-sided pages. Any attachments should be on 8 1/2” x 11” white paper, and must not be double-sided. The proposal must be placed in proper packaging so that the proposal is not folded. Do not bind or staple the proposal. Secure the proposal in the upper left-hand corner with a clip.

Each Service Provider must submit one original proposal and one copy. Proposals must be sealed and physically in the possession of the VRT by July 24, 2019 by 4:00 p.m. MDT. Emailed or faxed proposals will not be accepted. Proposals should be clearly labeled and mailed or delivered to the following address:

Valley Regional Transit,
Attn: Procurement Department,
700 NE 2nd Street, Suite 100,
Meridian, ID 83642.

RE: PROPOSAL RFP 2019-06-20

- f. **SIGNED PROPOSALS:** All original proposals must be signed in ink. Proposals not so signed will be disqualified and considered non-responsive.
- g. **LATE PROPOSALS:** Proposals received after the date and time indicated herein shall not be accepted. Requests for extensions of the RFP closing date or time will not be granted. Service Providers mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the sender’s responsibility to ensure their proposal arrives before the responses due date and time.
- h. **WITHDRAWAL OR MODIFICATION OF PROPOSALS:** Proposals may not be modified after the closing date. Proposals may be withdrawn by senders before proposal closing date upon written request of the official who is authorized to act on behalf of the sender.
- i. **QUESTIONS, CORRESPONDENCE, CHANGES OR CLARIFICATION:** Questions concerning the RFP are due not later than Monday, July 1, 2019 4:00 p.m. MST. Service Providers shall notify Valley Regional Transit of any ambiguity, inconsistency, or error that they may discover upon examination of these documents.

All questions and requests for clarification or modification of the RFP shall be made in writing and addressed and can be mailed to: Valley Regional Transit, Attn: Grants and Compliance Administrator, 700 NE 2nd Street, Suite 100, Meridian, ID 83642; **OR** electronically mailed to procurement@valleyregionaltransit.org.

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

1. Service Providers shall consider all addenda and any/all resulting proposal cost adjustments or other changes resulting from said addenda must be included in their bids.
2. Service Provider shall notify Valley Regional Transit, Grants and Compliance Administrator, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or procurement@valleyregionaltransit.org of any ambiguity, inconsistency or error that they may discover upon examination of the proposal documents.
3. Any interpretations, corrections or changes of this document will be made by written addenda which will be issued via email to all RFP holders of record and posted with the original solicitation on the Valley Regional Transit website at www.valleyregionaltransit.org. Any interpretations, corrections or changes of this document made in any other manner will not be binding and Service Providers are not to rely on them.

k. **SERVICE PROVIDER RESPONSIBILITY:** Service Provider responsibility is required under this RFP. Each Service Provider must include all professional services, provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein and/or necessary in order to supply the items and perform the services required. The proposal shall be complete and specific in every detail.

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

m. EVALUATION OF PROPOSALS

VRT staff will review the proposals to determine if any of the proposals do not satisfy the minimum requirements. To avoid rejection at this staff review stage, the proposals must satisfy the following at a minimum:

1. The proposal must have been submitted on time, be complete, be sealed, and include all required documentation.
2. The provider must not be debarred, suspended, or otherwise excluded from or ineligible for participation from the RFP.

VRT staff will review, evaluate the proposals by determining the perceived congruence

of its selection criteria and needs against the submitted proposals.

VRT staff may communicate with any business contacts of the provider during this RFP process.

References and business contacts **may** be asked the following types of questions:

1. How would you rate the provider's ability to provide accommodations to person or persons with disabilities?
2. How would you rate the provider's ability to maintain the confidentiality of consumer information?
3. How would you rate the satisfaction level of the provider's consumers?
4. How would you rate your satisfaction level with the provider? Please explain your answer, providing details and specific instances if at all possible.
5. How would you rate the provider's preparedness to provide the services set out in this RFP?
6. How would you rate the professionalism and training of the provider's employees?
7. How would you rate the provider's ability to implement a quality assurance plan?
8. How would you rate the provider's ability to implement a grievance resolution process, and to resolve grievances in a satisfactory and timely manner?
9. How would you rate the provider's integrity, as well as the provider's ability and determination to comply with the law?
10. List the provider's three greatest strengths.
11. List the provider's three greatest weaknesses.
12. How would you rate the provider's ability to provide timely, detailed, and organized reports and invoices? Please explain your answer, providing details and specific instances if at all possible.

At any point in the evaluation process, VRT reserves the right:

13. To reject any or all proposals, or any part thereof;
14. To reject any proposal that, in the opinion of VRT, contains statements intended to mislead VRT in its evaluation of the proposal;
15. To reject any proposal that does not provide a response to each of the required sections of the application or does not provide required documentation;
16. To waive any minor defects in the submittal if this is to the advantage of the VRT;
17. To accept the submittal that is in the best interest of VRT.

The VRT decision shall be final. Waiver by the VRT of a minor defect in a proposal shall in no way modify the RFP or excuse the provider from full compliance with contractual and legal requirements if the provider is awarded a contract.

- n. CONTRACT NEGOTIATION:** VRT may recommend changes in the provider's proposed methodology. If VRT finds it necessary to make changes, then the Service Provider must negotiate in good faith on those changes.

o. SELECTION PROCESS

The selection process will consist of the following process:

1. **Staff review:** VRT procurement staff will review each proposal to ensure that it has been submitted on time, is complete, and includes all required documents. Procurement staff will also review to determine if the provider is able to sign the sample contract as written or without substantial modifications.
 2. **Committee review:** The Selection Committee (hereinafter “Committee”) will review each proposal. The Committee will consist of VRT staff. The Committee’s review will consist of the following components:
 - a. Review of the application form and attached documentation;
 - b. Communications with the provider’s references and business contacts;
 - c. Committee determination as to recommended changes to the proposal;
 - d. Oral interview with the provider and on-site visit if the Committee believes that the provider is a finalist (should this be applicable).
 3. **Committee recommendation:** The Committee will forward its recommendations to the VRT Board of Directors (hereinafter the “Board”).
 4. **Board review:** The Board will be presented with the staff recommendations for approval.
 5. **Board decision:** The Board will make the final decision on whether to approve the staff recommended suggestions.
 6. **Award** notices will go out to Service Providers once approved by Board.
- p. VALLEY REGIONAL TRANSIT PREROGATIVE:** Valley Regional Transit 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 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 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 proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more Service Providers; (6) to approve or disapprove the use of proposed Service Providers and substitute Service Providers; and (7) to negotiate with any, all, or none of the respondents to the RFP.
- q. PROTEST OF SERVICE PROVIDER SELECTION OR CONTRACT AWARD:** If any participating Service Provider objects to such award, such Service Provider 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 Service Provider, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j)).

- r. **PROTESTS BEFORE RFP OPENING:** Written objections to specifications or other proposals procedures must be received by Valley Regional Transit at least three (3) business days before the date and time upon which bids are scheduled to be received (Idaho code, 67-2806 (2)(c)).
- s. **ALTERATION OF RFP DOCUMENT:** Service Provider 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. **PROPOSALS TO BE SUBMITTED IN THE ENGLISH LANGUAGE:** Proposals submitted in response to this solicitation shall be in the English language. Proposals received in other than the English language shall be rejected.

2. SPECIAL CONDITIONS AND INSTRUCTIONS TO SERVICE PROVIDER

- a. Authority has the right to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

AWARD BASIS AND TERM OF CONTRACT:

Award will be made to the responsive responsible proposals which can provide the services within the terms of this RFP. Term of this contract award will be a total of three (3) years with two (2) on year extensions

- b. **INVOICING:** All invoices must list the applicable Valley Regional Transit Purchase Order number, service month and location, description of trip(s) or services provided. All invoices can be mailed directly to:

Valley Regional Transit, Mobility Coordinator, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 OR electronically mailed to: dpederson@valleyregionaltransit.org

The Service Provider can expect Valley Regional Transit to issue and mail payment within 30 days after receipt of invoice with regards to the terms set forth within this RFP.

- c. **TAXES:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.
- d. **TERMINATION FOR IMPOSSIBILITY:** Valley Regional Transit may terminate this contract for Impossibility in the event that funding source fails in any fiscal year to

appropriate or otherwise makes available sufficient funds.

- e. **INDEMNIFICATION:** Service Provider agrees to assume liability for and to indemnify and hold harmless Valley Regional Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Service Provider, or the execution, performance, nonperformance, or enforcement of the Agreement.
- f. **INDEPENDENT SERVICE PROVIDER:** Service Provider and any staff or volunteers retained by Service Provider shall at all times and for all purposes under this Agreement be considered independent Service Providers. Service Provider and any staff or volunteers retained by Service Provider are not employees of Valley Regional Transit. They are not entitled employee benefits nor, do they operate under the direct supervision and control of Valley Regional Transit, but are required to utilize independent judgment and professional skills under the parameters of this agreement.
- g. **INSURANCE:** Required Coverage: Service Provider shall procure, maintain, and keep in force, at Service Provider's expense, the Insurance Coverage as required below and shall cause Valley Regional Transit to be a named insured on all policies (except professional liability). Service Provider shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award.

Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Service Provider shall have and maintain, at Service Provider'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 Service Providers, 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 Service Provider and its subService Providers, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of \$500,000 per Accident, \$500,000 Disease, and \$1,000,000 Policy Limit. The Service Provider 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.

h. **GUARANTEE:** The successful Service Provider 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 Service Provider will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.

i. **CURRENCY:** All payments are payable in US currency.

j. **REPORT:**

Service Provider shall periodically prepare and submit to the Program Manager such reports concerning the performance of the services required by this Agreement as the Program Manager shall require. Service Provider hereby acknowledges that VRT is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Service Provider agrees that if Service Provider becomes aware of any facts, circumstances, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Service Provider shall promptly notify the Program Manager of said fact, circumstance, or event and the estimated increased or decreased cost related thereto.

k. **RECORDS:**

Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Program Manager to evaluate the performance of such services. The Program Manager shall have full and free access to such books and records at all times during normal business hours of VRT, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and VRT shall have access to such records in the event any audit is required.

l. **OWNERSHIP OF DOCUMENTS:**

All reports, records, documents and other materials prepared by Service Provider and employees in the performance of this Agreement shall be the property of VRT and shall be delivered to VRT upon request of the Program Manager or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by VRT of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Service Provider will be at VRT's sole risk and without liability to Service Provider, and VRT shall indemnify the Service Provider for all damages resulting therefrom subject to the limitations of Idaho law. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein. Service Provider shall provide for assignment to VRT of any documents or materials prepared by them, and in the event Service Provider fails to

secure such assignment, Service Provider shall indemnify VRT for all damages resulting therefrom.

m. RELEASE OF DOCUMENTS:

The drawings, specifications, reports, records, documents and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Program Manager.

n. DISPUTES:

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit VRT's or the Service Provider's right to terminate this Agreement without cause.

o. RETENTION OF FUNDS:

Service Provider hereby authorizes VRT to deduct from any amount payable to Service Provider (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate VRT for any losses, costs, liabilities, or damages suffered by VRT, and (ii) all amounts for which VRT may be liable to third parties, by reason of Service Provider's acts or omissions in performing or failing to perform Service Provider's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Service Provider, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, VRT may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of VRT to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Service Provider to insure, indemnify, and protect VRT as elsewhere provided herein.

p. WAIVER:

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

q. RIGHTS AND REMEDIES ARE CUMULATIVE:

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

r. LEGAL ACTION:

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

s. TERMINATION PRIOR TO EXPIRATION OF TERM:

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. VRT reserves the right to terminate this Agreement at any time, with or without cause, upon seventy-two (72) hours' written notice to Service Provider. In addition, the Service Provider reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to VRT, except that where termination is due to the fault of VRT, the period of notice may be such shorter time as the Service Provider may determine. Upon receipt of any notice of termination, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Program Manager. Except where the Service Provider has initiated termination, the Service Provider shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Program Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Program Manager. In the event the Service Provider has initiated termination, the Service Provider shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure.

t. TERMINATION FOR DEFAULT OF SERVICE PROVIDER:

If termination is due to the failure of the Service Provider to fulfill its obligations under this Agreement, VRT may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Service Provider shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that VRT shall use reasonable efforts to mitigate such damages), and VRT may withhold any payments to the Service Provider for the purpose of set-off or partial payment of the amounts owed VRT as previously stated.

3. MISCELLANEOUS PROVISIONS:



a. **INTERPRETATION:**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

b. **CORPORATE AUTHORITY:**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

- c. **CONTRACT ADMINISTRATION:** Kelly Jakovac at Valley Regional Transit shall assist in the central administration for this contract: Kelly Jakovac, Valley Regional Transit 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2795. Email: procurement@valleyregionaltransit.org

CONTRACT OPERATION ADMINISTRATION: Valley Regional Ridesharing Services staff shall administer the operational aspects of the contract. Program Manager: David Pederson, 700 NE 2nd St, Meridian, ID 83642, (208)-258-2725. Email: dpederson@valleyregionaltransit.org

4. SCOPE OF SERVICES

- a. In compliance with all terms and conditions of this Agreement, the Service Provider shall provide those services specified in the attached application in **Section 8 – b. “Scope of Services and Providers Basic Information and Provider Capability”** and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to VRT entering into this Agreement, Service Provider represents and warrants that they are a Service Provider of first class work and services and Service Provider is experienced in performing the work and services contemplated herein and, in light of such status and experience, Service Provider covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

This project is for a traditional 5310 purchase of service in portions of Ada and Canyon Counties. The grant funds will contribute towards the cost of transportation services for persons that are age 65 and older and persons with disabilities. The Service Provider will be a private, non-profit agency that will offer and provide effective mobility options in an efficient manner. Service Provider acknowledges that it is a sub-recipient Service Provider of 5310 Acquisition of Service grant funds received by VRT.

b. SERVICE PROVIDER PROPOSAL:

The Scope of Service shall include the Service Provider proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

c. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of VRT and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

d. LICENSES, PERMITS, FEES AND ASSESSMENTS:

Service Provider shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Service Provider shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Service Provider's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless VRT against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against VRT hereunder.

e. FAMILIARITY WITH WORK:

By executing this Agreement, Service Provider warrants that Service Provider (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement. Should the Service Provider discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Service Provider shall immediately inform VRT of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the Program Manager.

f. CARE OF WORK:

The Service Provider shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by VRT, except such losses or damages as may be caused by VRT's own negligence.

g. FURTHER RESPONSIBILITIES OF PARTIES:

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably



necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

5. COMPENSATION

a. CONTRACT SUM:

For the services rendered pursuant to this Agreement, the Service Provider shall be compensated in accordance with VRT's "Schedule of Compensation".

b. METHOD OF PAYMENTS:

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Service Provider wishes to receive payment, Service Provider shall submit to VRT in the form approved by VRT's Executive Director, an invoice for services rendered prior to the date of the invoice. VRT shall pay Service Provider for all expenses stated thereon which are approved by VRT pursuant to this Agreement no later than the last working day of the month.

6. PERFORMANCE SCHEDULE

a. TIME OF ESSENCE:

Time is of the essence in the performance of this Agreement.

b. SCHEDULE OF PERFORMANCE:

Service Provider shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established by the Program Manager.

7. COORDINATION OF WORK:

a. REPRESENTATIVE OF SERVICE PROVIDER:

Principals of Service Providers are hereby designated as being the principals and representatives of the Service Provider authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for VRT to enter into this Agreement. Therefore, the principals shall be responsible during the term of this Agreement for directing all activities of the Service Provider and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the principals may not be replaced nor may their responsibilities be substantially reduced by the Service Provider without the express written approval of VRT.

b. PROGRAM MANAGER:

The Program Manager shall be such person as may be designated by the Executive Director of VRT, and at the initiation of this Agreement, the Executive Director shall be Program Manager. It shall be the Service Provider's responsibility to assure that the designated Program Manager is kept informed of the progress of the performance of the services and the Service Provider shall refer any decisions which must be made by VRT to the Program Manager. Unless otherwise specified herein, any approval of VRT required hereunder shall mean the approval of the Program Manager. The Program Manager shall have authority to sign all documents on behalf of VRT required hereunder to carry out the terms of this Agreement.

c. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT:

The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for VRT to enter into this Agreement. Therefore, Service Provider shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of VRT. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of VRT. In the

event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Service Provider or any surety of Service Provider of any liability hereunder without the express consent of VRT.

d. INDEPENDENT SERVICE PROVIDER:

Neither VRT nor any of its employees shall have any control over the manner, mode or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. VRT shall have no voice in the selection, discharge, supervision or control of Service Provider's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Service Provider shall perform all services required herein as an independent Service Provider of VRT and shall remain at all times as to VRT a wholly independent Service Provider with only such obligations as are consistent with that role. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of VRT. VRT shall not in any way or for any purpose become or be deemed to be a partner of Service Provider in its business or otherwise or a joint venture or a member of any joint enterprise with Service Provider.

8. FTA REQUIRED CLAUSES

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

b. EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials): In connection with the execution of this Contract, the Service Provider shall not discriminate against any employee or application



for employment because of race, color, creed, national origin, sex, age, or disability. The Service Provider 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. Service Provider further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

c. 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider 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 Service Provider 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 Service Provider agrees to comply with any implementing requirements FTA may issue.

The Service Provider 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.

d. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

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

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

f. 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:

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

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, Service Provider agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Service Provider, access to the Service Provider'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.

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, Service Provider 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 Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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 Service Provider 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.

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

The Service Provider 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 Service Provider 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).

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

g. FEDERAL CHANGES (49 CFR Part 18)

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

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

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

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

h. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Service Provider 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, Service Provider, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Service Provider 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 subService Provider who will be subject to its provisions.

i. 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 Service Providers and subService Providers who make, present, or submit covered claims and statements.

Model Clause/Language - These requirements have no specified language, so FTA



proffers the following language.

j. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Service Provider acknowledges that the provisions of the Program Fraud Civil R impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.

The Service Provider 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 Service Provider, to the extent the Federal Government deems appropriate.

The Service Provider 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 subService Provider who will be subject to the provisions.

k. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1)

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

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

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

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any Valley Regional Transit requests that would cause Valley Regional Transit to be in violation of the FTA terms and conditions.

