



700 NE 2nd Street, Suite 100 • Meridian, Idaho 83642

RFP Number	RFP 2019-08-30
RFP Title	On-Call Transit Planning, Engineering, Architecture, and Associated Professional Services
Item Description	Valley Regional Transit (VRT) is seeking on-call transit planning for fixed route, fixed guideway and autonomous transit, alternatives/alignment analyses, engineering, architecture and associated professional services to support a variety of VRT's needs for upcoming projects. VRT will evaluate responding firms to create an on-call list for transit projects as needed.
Term	Contractor shall provide professional services on an as-needed basis as described herein for an initial term of approximately three (3) years commencing on September 23, 2019 and expiring on December 31, 2022 with an option to renew upon mutual agreement of both parties under the same terms and conditions for an additional two (2) one-year periods of time.
Deadline for Submittal	Proposals Due: September 20, 2019, 5:00 p.m. MDT (received by email or hand delivery by this time).
Direct Inquiries and Send Submittals to	Kelly Jakovac, Procurements Administrator procurement@valleyregionaltransit.org 208.258.2795
Project Manager	Stephen Hunt shunt@valleyregionaltransit.org 208.258.2701
Format of Submittals	<p>Electronic submittals in PDF format or hand delivered paper submittals must be received by VRT by the date and time in the "Deadline for Submittals" section above. No exceptions.</p> <ul style="list-style-type: none"> Total page limit is five (5) single sided pages including required forms included below (1 page of company information/addenda acknowledgement, 4 remaining pages for proposal information). Introductory letter, resumes and cover sheets are not allowed unless included as part of allowed response pages (5 total). Front and back cover pages, artwork or additional information are not acceptable and will count against the page number requirement for the submittal. Cover page information shall be included in the responses to questions. <p>Send electronic submittals or deliver a paper version to Kelly Jakovac, Procurements administrator. Email responses to : procurement@valleyregionaltransit.org or hand deliver responses to: 700 N.E. 2nd Street Suite 100 Meridian ID 83642 Offerors are responsible for verifying receipt by VRT of the submittals if needed.</p>
Clarification of Submittals	<p>During the evaluation of submittals, VRT reserves the right to:</p> <ul style="list-style-type: none"> Contact any or all proposers for additional information for clarification purposes, Discard submittals which contain errors, or At its sole discretion, waive disqualifying errors or gain clarification of errors or information.

OFFEROR NAME: _____



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**REQUEST FOR PROPOSAL
RFP 2019-08-30**

On-Call Transit Planning, Engineering, Architecture, and Associated Professional Services

Activity	Timeline
RFP Issue Date	August 30, 2019
Questions Due	September 11, 2019, 5:00 p.m. MDT
Proposals Due	September 20, 2019 5:00 p.m. MDT
Submittal Review	Sept 23, 2019
Notification of Intent to Award	Sept 24, Pending negotiation on individual task orders
Notice to Proceed	Pending individual task orders

1. Background

Valley Regional Transit (“VRT”) is a Regional Public Transportation Authority in Southwest Idaho with a 29-member Board, made up of local and government representatives from Ada and Canyon counties in southwestern Idaho. VRT was created as a single authority to be responsible for providing, aiding, and assisting public transportation within its two-county jurisdiction. VRT provides fixed-route bus services, Boise GreenBike, a passenger information call center, and works with a variety of populations to provide specialized transportation to targeted populations. Currently VRT operates a fixed route fleet of compressed natural gas (CNG) vehicles but will be adding battery electric vehicles to its fleet in 2020. VRT is also actively exploring opportunities to deploy autonomous transit pilots/services. VRT may contract for services with public and private entities to carry out the purposes of Chapter 21 (40-2109(4)).

2. Introduction and Project Description

This Request for Proposals (“RFP”) is being issued by VRT. This Request for Proposals solicits qualification statements and fee proposals from experienced planners, engineers, architects and associated professionals (“Offerors”) for professional services for miscellaneous projects at various locations within the VRT operational area of impact (“Projects”). The Projects are intended to plan, design, environmentally review, provide studies for, construction manage or oversee design of existing buildings and infrastructure including fixed guideway, bus and bus facilities and any related public transportation and infrastructure related work. The selected Offeror(s) shall provide and be responsible for all necessary professional services as noted above, including but not limited to; alternatives analyses, alignment analyses, environmental and environmental linkages, planning, historical review, real estate evaluation, site civil design, traffic, mechanical, electrical, and plumbing designs, construction documents and construction engineering, as well as any related professional services such as surveying, GIS, structural, environmental and geotechnical engineering, etc.

These related professional services can be subcontracted. The source of funds for these projects will generally come from VRT capital improvements or special projects budgets.

During this procurement process the sole contact at VRT shall be Kelly Jakovac, Procurements Administrator at procurement@valleyregionaltransit.org or at 700 NE 2nd St., Suite 100, Meridian, ID 83642.

As a Request for Proposals, this is not an invitation to provide just prices and although price is important and a small part of the scoring total, other pertinent factors will be scored, evaluated and taken into consideration for the on-call list and future task orders.

3. Restriction of Contact:

From the issue date of this RFP until the VRT Board approves the awarding of the contract, Kelly Jakovac will be the sole point of contact concerning this RFP. Any violation of this condition may be cause for VRT to reject the



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offending Offeror's proposal. If VRT later discovers that the Offeror has engaged in any violations of this condition, VRT may reject the offending Offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the allowed contact individual. An Offeror who shares information contained in its proposal with other VRT personnel and/or competing Offeror personnel may be disqualified.

4. Procurement Questions:

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Wednesday, September 11, 2019 no later than 5:00 PM. Questions concerning this RFP are to be submitted via email to Kelly Jakovac at procurement@valleyregionaltransit.org with "RFP No. 2019-08-30" listed in the subject line.

VRT will answer all questions in writing to all qualified Offerors via addenda posted with the original RFP on VRT's website. VRT shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by VRT. VRT does not consider questions to be a protest of the requirements or of the solicitation.

5. Proposal Conditions:

Proposals must be received via email or in the office of Valley Regional Transit, by 5:00 PM on Friday, September 20, 2019. Each Offeror shall submit to VRT the information and forms required, which forms and information shall become the property of VRT and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals.

6. Signatures Required:

The proposals *must* be signed where signatures are required. In cases of a corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner. Signatures submitted will be taken as evidence of authority to sign. Signatures by an individual not authorized to sign will be grounds for proposal rejection.

7. Proposal Format and Submittal Requirements:

All proposals submitted must conform to the following format requirements. Proposals must be submitted in letter size (8 ½" x 11") on physical paper or in pdf format.

The response requirements are as follows:

All of the requested information listed below must fit on five pages of letter size (8 ½" x 11") submitted either in paper format or an emailed PDF (four pages of question response and one page of company information and signatures. For the questions there are no requirements for the specific size of each section and its subsequent response, but no more than five pages will be allowed for the total response. Submittals including extra pages for artwork, cover pages, logos or anything other than the four questions listed below and one page of company information will be counted as non-responsive.

Required Information for Response Packet

Question/Submittal Information – provide answers to the following four sections as the official response (4 page limit for question response, not including one page of company information to follow)

A. Summary / Relevant Firm Information:

The summary shall very briefly summarize the offering firm's general history and breadth of experience relevant to the project scope (transit work as noted above). A brief overview of the offeror's experience should



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be included and the number of employees and locations would be helpful. Specific transit experience or expertise should be elaborated on if possible. General information should be included at this point, including local contact information (150 pts).

B. Key Personnel / Qualifications and Experience:

List key team personnel and provide a three tiered staffing plan including; (1) principal or high level individuals providing oversight or quality control to VRT efforts; (2) mid-level architects, engineers, planners or staff as well as; (3) drafters, E.I.T.'s or project assistants that will be assigned to VRT projects. Include brief resumes for all individuals listed which outline education, work history, length of tenure, years in their current position, and relevant experience with similar projects or other relevant information as needed. Keep in mind that team members noted here should be available for work on VRT projects through agreement duration. Cost section should include the (average) fully burdened rate of the three levels of staff listed here to be used in the cost scoring effort. Do not list firm personnel who will not be assigned to work with VRT (400 pts for staff skills/summaries, 50 pts for rates/cost).

Table of Tiered Staff Costs			
Staff Position	Fully Burdened Rate	Multiplier	Total
Principal / QA, QC / Section Lead		1	
Project Managing Planners/Engineers/Architects		4	
E.I.T. / Drafter / GIS		5	

C. Team Members / Subcontractors:

Provide a brief narrative description of the offerors teaming history and capabilities based on historical or expected subcontractors. Describe the firm / team qualifications and experience addressed specifically to the scope of work required here, and the team's capability to perform the required services. Describe past performance and your record of successful completion of similar projects, particularly working within Ada and Canyon Counties, and with other, similar public agencies as applicable (250 pts).

D. References:

Include current contact information for up to (3) client references for similar or applicable work experience. Please include name, title, organization, mailing address, telephone number and email address. With this submission, the offeror grants VRT permission to contact the references and make relevant inquiries as deemed appropriate by VRT (150 pts).

Official name of offeror, mailing address, phone, email and website address can be noted on the final page. Acknowledgement of addenda can also be included on the final page as well as applicable signatures and assurances.

8. Evaluation Criteria:

Selection of firms for the list of on-call services for this agreement will be made to the most responsive and responsible offeror(s) that are demonstrated to be the most advantageous to VRT. Award may be made without negotiation or discussion of proposals received; proposals should be submitted initially on the most favorable terms possible.

A. Selection of the successful proposer will be based on information provided in response to the RFP including evaluation of proposals according to VRT specified criteria including cost, consideration of any exceptions taken VRT proposed contract terms and conditions, and may include qualifications and experience of the



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proposer and information provided by any required references for whom work of a similar nature has been done.

- B. If a single proposal is received in response to this RFP; VRT will be required to perform a cost/price analysis in order to award the contract. A Proposal Evaluation/Negotiation Committee will perform the overall evaluation process for the on-call list.
- C. VRT may, following receipt and evaluation of proposals and any allowed Best and Final Offer procedures, negotiate with any or all of the responsive and responsible offeror until VRT determines which proposal provides the best value/most advantageous for VRT. This negotiation may be in the form of interviews with selected offerors. In addition to any other negotiation criteria described herein, VRT may negotiate to ensure the submitting Proposers have a clear understanding of the objectives required and requirements that must be met, ensure that the Proposers will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms.

9. Evaluation and Award:

VRT determined that it was not advantageous to use a price-only process in order to secure the services identified in this request because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications, experience and project understanding.

VRT will evaluate offers consistent with the requirements of this RFP and determine the most responsive Offerors as follows:

- A. Response to section A - Summary / Relevant Firm Information – up to 150 pts.
- B. Response to section B - Key Personnel / Qualifications and Experience
 - 1. Personnel Qualifications and Experience – up to 400 pts.
 - 2. Cost based on average fully burdened rate for three categories of staff – up to 50 points
- C. Response to section C - Team Members Capabilities / Subcontractors – up to 250 points
- D. Response to section D – References – up to 150 points

10. Notification of Offeror Selection:

VRT will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing or email to the address furnished by each respective Offeror in the Submittal Letter. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the agreement or the creation of an official task order, and VRT shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of any applicable agreements.

11. Standard Practice:

All work performed under the contract shall be subject to inspection and final approval by VRT.



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12. Requirements:

A. Scope of Services:

VRT anticipates that the selected Offeror will provide and shall be responsible for design, studies, planning or other professional services. The selected Offeror(s) shall provide and be responsible for necessary planning, design and related professional services for the work, including but not limited to; transit planning for fixed route, fixed guideway and autonomous transit, alternatives/alignment analyses, architectural, site civil design, traffic impacts, mechanical, electrical, and plumbing designs, construction documents and construction engineering, as well as any related professional services such as surveying, GIS, structural, environmental and geotechnical engineering, etc.

All subcontractors will be subject to approval by VRT. Notwithstanding any such approval by VRT, the successful offeror(s) shall itself be solely responsible for the performance of all work, and for compliance with the price and other terms provided in the contract. The successful (s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

VRT's consent to or approval of any subcontract or subcontractor proposed by a successful offeror(s) shall not create or purport to create any obligation of VRT to any such subcontractor, or any form of contractual relationship between VRT and the subcontractor. Any successful offeror(s) who obtains such approval or consent of VRT shall be required to insert a clause so providing in all subcontracts.

The agreement(s) resulting from this RFP will commence as of the date of execution of the agreement(s) and will terminate as noted in said agreement. Assignments or task orders will be made on an on-call or as-needed basis.

As an on-call contract, there is no minimum monetary amount specified under the contract. It is expected that the successful offeror(s) will be awarded an on-call contract(s), and will receive work assignments or task orders on a not-to-exceed basis. However, VRT does not guarantee that each offeror will receive an assignment during the course of the contract. The monetary amount will be based upon submitted and approved scopes for individual work assignments, using agreed hourly billing rates and time, and any sub-consultant or contractor costs. VRT will only reimburse offeror(s) for actual out-of-pocket direct expenses.

VRT will manage the work performed under this contract. The Executive Director or their designee will be responsible for overseeing the activities of the successful offeror(s).

The successful Offeror will be required to submit Insurance Coverage as outlined in the Requirements. The Offeror shall submit with the final agreement or task orders a certificate of insurance that meets the requirements as needed or a letter from its insurance company indicating that they will provide the required insurances as required.

Completed work under approved task orders will be considered VRT property and all files, correspondence, electronic media, printouts and property created for the benefit of VRT will be delivered to VRT upon task completion.

B. Description of Services:

a. Assignments

The exact assignments have not yet been determined, but will be decided by VRT when transit planning, alternatives/alignment analyses, architectural and/or design services are required. The successful



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offeror(s) will be expected to begin work on any assignment within a reasonable amount of time, and to work diligently to complete the work in a timely manner.

13. Special Terms and Conditions:

- A. **Silence of Specification:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. VRT reserves the right to verify specification compliance and other information with published sources as deemed necessary.
- B. **Failure to Deliver:** Offeror shall deliver the items/services and complete any required services in accordance with all of the terms and conditions herein. Failure to do so may be cause for the termination of the Agreement. Failure to meet specified deliverable requirements may result in Agreement termination.
- C. **Subcontracting:** The requirement for Prime-Offeror responsibility does not prohibit Sub-Offeror or joint ventures provided that the prime successful Prime-Offeror assumes the following responsibilities: (1) serves as the sole general Prime-Offeror with VRT; (2) assumes full responsibility for the performance of all its Sub-Offerors, 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-Offeror 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 VRT a third-party beneficiary thereunder; (b) grant to VRT the right to receive notice of and cure any default by the successful Prime-Offeror under the document; and (c) pass through to VRT any and all warranties and indemnities provided or offered by the Sub-Offeror or similar party.
- D. **Taxes:** VRT is exempt from Federal and State taxes and will execute the required exemption certificates if applicable.
- E. **Indemnification:** Prime-Offeror agrees to assume liability for and to indemnify and hold harmless VRT, 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 Prime-Offeror, or the execution, performance, nonperformance, or enforcement of the Agreement.
- F. **Independent Contractor:** Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror are not employees of VRT. They are not entitled employee benefits nor do they operate under the direct supervision and control of VRT, but are required to utilize independent judgment and professional skills under the parameters of this agreement.
- G. **Invoicing:** The awarded Prime-Offeror will submit all invoices, with supporting documentation to: Valley Regional Transit, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 or to procurement@valleyregionaltransit.org. All Invoices through VRT are processed bi-weekly once approved.



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The awarded Prime-Officer can expect VRT to issue and mail payment as soon as possible after approval of invoice but no later than 60 days after invoice approval with regards to the terms set forth within this RFP.

- H. **Guarantee:** The successful Prime-Officer will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If VRT 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 Prime-Officer 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. **Stop Work Order:** Any "Stop Work Order" given to Awarded Offeror will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Offeror and/or their assigns.
- K. **Force Majeure:** Except as otherwise provided herein, neither the vendor nor VRT shall be liable to the other for any delay or failure of performance of any provisions herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force *majeure*. The term force *majeure*, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people including government shut downs; 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.

Offeror will be required to demonstrate their proposed solutions "proof of concept." The "proof of concept" must be demonstrated to a satisfactory level as determined by VRT whereby all features and functions of the Offerors proposed solution is demonstrated prior to agreement award.

- L. **Protest of Offeror Selection or Agreement Award:** If any participating offeror objects to such award, such offeror shall respond in writing to the notice from VRT within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of VRT is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting offeror, VRT 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, VRT may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j)).
- M. **VRT Prerogative:** VRT reserves the right to obtain an agreement with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit VRT to negotiate an agreement, nor does it obligate VRT to pay for any costs incurred in preparation and submission of offers or in submission of an agreement. VRT reserves and holds at its discretion the following rights and options in addition to any others provided by VRT: (1) to reject any or all of the offers or proposals; (2) to issue subsequent requests for offers or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in offers or proposals received; (5) to enter into a contract with any combination of one or more prime offerors, 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.



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- N. Alteration of Proposal Document: Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your proposal.
- O. No Additional Terms and Conditions: VRT objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in response documents.
- P. Execution of Agreement: All required insurance certificates as noted in the final contract must be received at VRT's administrative office no later than ten (10) calendar days after the date of agreement execution by Valley Regional Transit. In the event the apparently successful offeror does not submit any or all of the aforementioned documents on or before the required deadline, VRT may award the work to another offeror; in such event, VRT shall have no liability and said party shall have no remedy of any kind against VRT.
- Q. Contract Administration: Kelly Jakovac at Valley Regional Transit shall administer the creation of this contract: 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2795. Email: kjakovac@valleyregionaltransit.org
- R. Project Management: VRT Planning Project Manager, Stephen Hunt shall administer the planning and coordination aspects of this contract. Email: shunt@valleyregionaltransit.org. Phone 208-258-2701. Mail: Valley Regional Transit, 700 NE 2nd St. Suite 100 Meridian, ID 83642

14. State and Federal Requirements for Non-Construction Agreements

This RFP and any subsequent agreements are subject to the terms of all financial assistance agreements between VRT and its funding partners. All offerors should expect the agreement subsequent to this proposal to include all applicable terms and conditions from VRT's standard terms and conditions found on VRT's website, any applicable terms from Idaho Code, and any applicable terms and conditions from the Code of Federal Regulations as well as FTA terms and conditions, specifically FTA circular 4220.1 (most recent version).

FTA Required Clauses

- 14.1 General:** This Contract is subject to the terms of a financial assistance contract between Valley Regional Transit and the Federal Transit Administration (FTA) of the United States Department of Transportation.
- 14.2 Equal Opportunity Employer (not applicable to contracts for standard commercial supplies and raw materials):** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Contractor shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- 14.3 Title VI Civil Rights Act of 1964:** The following requirements apply to the underlying contract:

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49



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

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

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

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

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

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

14.4 Disadvantaged Business Enterprise (DBE) Participation

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

DBE Obligation - Valley Regional Transit and the Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this agreement. In this regard, Valley Regional Transit and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. Valley Regional Transit and Contractor shall not discriminate on the basis of



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race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted Contracts.

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

14.6 Access to Records and Reports
(49 U.S.C 5325, 18 CR 18.36 (i), 49 CFR 633.17)

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

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

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

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

- 14.6.1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 14.6.2 Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 14.6.3 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 14.6.4 Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the



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Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

14.6.6 The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

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

14.7 Federal Changes (49 CFR Part 18)

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

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

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

14.7.1 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14.8 No Government Obligation to Third Parties

No Obligation by the Federal Government -

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

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

14.9 Program Fraud and False or Fraudulent Statements and Related Acts (031 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

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

Flow Down - These requirements flow down to contractors and subcontractors who make, present, or



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submit covered claims and statements.

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

Program Fraud and False or Fraudulent Statements or Related Acts –

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

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

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

14.10 Incorporation of Federal Transit Administration (FTA) Terms (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:

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

14.11 Certificates of Insurance

The terms of this shall apply to the Agreement entered into between the Parties.

14.11.1 Bidder, 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



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and limits will necessarily be adequate to protect Bidder and such coverage and limits shall not be deemed as a limitation on Bidder's liability under the indemnities granted to Owner in the Agreement.

14.11.2 Written certificates of insurance evidencing the coverages required herein shall be provided to Owner prior to the Start Date of the Services under the Agreement. All certificates must be signed by an authorized representative of Bidder's insurance carrier and must state that the issuing company, its agents, or representatives will endeavor to provide Owner thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Owner within thirty (30) days after the effective date of the renewal.

14.11.3 All certificates of insurance shall be mailed to the following:

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

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

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of all states in which work is to be performed.

2. EMPLOYERS' LIABILITY insurance providing limits of liability in the following amounts:

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

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

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

14.11.5 The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Bidders, 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. Bidder further



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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 Bidder pursuant to the Agreement, or under any applicable auto physical damage coverage.

14.11.6 Equivalent insurance coverage to the above must be obtained by each of Bidder's subcontractors or suppliers and certificates evidencing the same must be presented to Owner before subcontractors or suppliers are permitted on the site of the project or where the Services will be rendered.

14.11.7 If subcontractors do not have the required insurance, Bidder's policies must provide coverage for them and their work. Certificates evidencing coverage under Bidder's policy must be provided to Owner before subcontractors or suppliers are permitted on the site of the project. Bidder shall be responsible for ensuring that established coverages are maintained by all subcontractors performing work for Bidder under the Agreement.

14.11.8 Bidder also shall maintain Replacement Cost Property Insurance for all property of Owner's which Bidder uses outside of Owner's premises.

15 Lobbying

15.1 The Proposer or Offeror will agree to certify on final agreement, to the best its knowledge and belief, that No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

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

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

16 Debarment, Suspension and Other Ineligibility and Voluntary Exclusion

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

16.2 The prospective lower tier participant agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered



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transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless authorized in writing by STA. The prospective lower tier participant further agrees by submitting this bid/proposal that it will include this certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Continued on next page



valley regional transit

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17 Offeror Information and Acknowledgements of Receipt of the Following Addenda

ADDENDA	DATE
1.	
2.	
3.	

17.1 Offeror Information

Name of Firm: _____

DBE Corporation Other, identify: _____

Idaho Resident Offeror? Yes No

Federal Tax I.D. Number: _____

DUNS Number: _____

Firm's Address: _____

Firms Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Project Manager and Title if different from Contact Person:

Name: _____ Phone: _____

Address: _____

Email: _____

Prime-Offeror understands and agrees that, by his/her signature, if awarded the contract or task orders for the work in question, he/she is entering into an agreement with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Proposal package, including all conditions of the Request for Proposal.

Prime-Offeror 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-Offeror agrees to deliver to Valley Regional Transit proof of insurance certificates if applicable within thirty (30) calendar days of the notice of award.

Signature: _____ Title: _____

Date: _____