valleyregionaltransit

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

RFP Number	RFP REG-BASE-25-2
RFP Title ("Project")	Transit Management Services for Ada and Canyon Counties
Item Description	Valley Regional Transit (VRT) is seeking Proposal from qualified and experienced respondents (individuals or firms) to establish a "Professional Services Agreement." The services described by the Agreement and this RFP will include Transit Management Services and are more fully described in Exhibit A.
Term	The successful Offeror shall provide the service as described herein for an initial term of three (3) years commencing on approximately October 1, 2025, and expiring on September 30, 2028, with an option to renew upon mutual agreement of both parties under the same terms and conditions for four (4) additional one-year terms.
Deadline for Submittal	Proposals Due: April 14, 2025, at 2:00 p.m. Mountain Time
Direct Inquiries and Send Submittals to	Kevin Womack, Procurement/Contract Specialist, procurement@ridevrt.org 208.258.2737
Format of Submittals	1. Proposals must be received by Valley Regional Transit, 700 N E 2nd Street, Suite 100, Meridian, ID 83642 on or before April 14, 2025, at 2:00 pm Mountain Standard Time. Proposals must be <u>sealed</u> and <u>plainly marked</u> **"Proposal Response to RFP REG-BASE-25-2". The Price Proposal must be in its own sealed envelope and marked as "Price Proposal Submission for RFP REG-BASE-25-2".** They may either be hand delivered, US Mailed, or carrier shipped. 2. Proposals shall use a minimum 12-point font size, with a minimum 1-inch margin on the top, bottom, and right- and left-hand sides of pages. 3. Proposals must include one signed complete original hard copy and one USB flash drive with all files included, and an electronic version of the proposal with all files in PDF format. The Pricing Proposal will also be provided in Excel format. For the Price Proposal only one signed hard copy along with the electronic copy is required. 4. Respondents are responsible for verifying receipt by VRT of the submittals.
Clarification of Submittals	During the evaluation of submittals, VRT reserves the right to the following: • Contact any or all Offerors for additional information for clarification purposes, • Discard submittals which contain errors, or • At its sole discretion, waive disqualifying errors or gain clarification of error or information.
RFP Calendar	These dates are for planning purposes and represent the agency's desired timeline for this project. Any revision to the "Deadline for Submittals" will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

OFFERORS NAME: ____

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REQUEST FOR PROPOSAL REG-BASE-25-2
TRANSIT MANAGEMENT SERVICE FOR ADA AND CANYON COUNTIES

RFP TIMELINE ACTIVITY	TIMELINE
RFP Issue Date	March 14, 2025
Pre-Proposal Meeting	Pre-Proposal meeting will be held at the following time and location: Valley Regional Transit 700 NE 2nd Street Meridian, ID 83642 Tuesday, March 25, 2025, from 11:00 – 12:00 MST Site tours will be held at the following times and locations: Caldwell Facility Tour at Happy Day Transit Center (HDTC) 5907 Cleveland Blvd, Caldwell, Idaho 83607 Tuesday, March 25, 2025, from 1:00 - 2:00 p.m., MST Boise Facility Tour at Orchard Maintenance Facility 4701 S. Northrup Ave, Boise, Idaho 83705 Tuesday, March 25, 2025, from 3:00 - 4:00 p.m., MST
Questions Due	**March 28, 2025,** at 2:00 p.m. Mountain Time
Proposals Due	**April 14, 2025,** at 2:00 p.m. Mountain Time
Submittal Review and Selection	April 22 – April 25,
Notification of Intent to Award	May 12, 2025
Notice to Proceed	June 2, 2025

1. BACKGROUND AND PROJECT DESCRIPTION

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

2. EXHIBIT TO RFP

The following Exhibits are included with this RFP:
Exhibit A – Statement of Objective
Exhibit B – Price Proposal
Exhibit C – Submittal Requirements

Exhibit D – Evaluation Criteria
Exhibit E – Sample Service Agreement

3. RESTRICTION OF CONTROL

From the issue date of this RFP until the date the VRT Board approves the awarding of the contract, Kevin Womack will be the sole point of contact concerning this RFP. Any violation of this condition may be cause for VRT to reject the Offeror's 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 VRT 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 2:00 p.m., March 28, 2025. Questions concerning this RFP are to be submitted via email to Kevin Womack at procurement@ridevrt.org with "RFP REG-BASE-25-2" listed in the subject line.

VRT will answer all questions in writing and make those answers available to other Offerors via addenda posted with the original RFP on VRT's website. It is the Offerors' responsibility to monitor the website for updated information. 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 by Valley Regional Transit, 700 N E 2nd Street, Suite 100, Meridian, ID 83642 on or before April 14, 2025, at 2:00 pm Mountain Standard Time. Proposals must be sealed and plainly marked "Proposal Response to RFP REG-BASE-25-2". The Price Proposal must be in its own sealed envelope and marked as "Price Proposal Submission for RFP REG-BASE-25-2". They may either be hand delivered, US Mailed, or carrier shipped.

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.

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

Offeror understands that information furnished by VRT may be proprietary to VRT, may include information that is not part of the public domain and therefore not subject to the Idaho Public Records Act, and/or may be information that is best not circulated beyond those responding to this RFP. In that regard, Offeror agrees that it will keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT.

6. SIGNATURES REQUIRED

The Proposals *must* be signed where signatures are required, including the Offeror’s Price Proposal, as described in Exhibit B to this RFP, as well as the information required by Sections 11-16 below. In cases of a corporation or limited liability company, the signature must be that of a duly authorized officer of the corporation or authorized representative of the LLC and the signator’s title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term “A Member of Firm.” In cases of an individual, use the term “dba” (Company Name) or sign as sole owner. Signatures submitted will be taken as evidence of authority to sign. Signatures by an individual not authorized to sign will be grounds for Proposal rejection.

7. GENERAL EXECTATIONS

Offeror must be registered to do business in the State of Idaho.
Offeror will provide documentation of work relevant to transit authority.
Offeror will provide documentation that it is properly licensed to do the work or perform the services requested by this RFP. See Section 11 below.

8. SUBMITTAL REQUIREMENT

Refer to Exhibit C

9. EVALUATION CRITERIA AND AWARD OF CONTROL

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

A. Selection of the successful Offeror 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 to VRT proposed contract terms and conditions, and may include qualifications and experience of the Offeror and information provided by any required references for whom work of a similar nature has been done.
B. If a single Proposal is received in response to this RFP; VRT will be required to perform a detailed cost/price analysis in order to award the contract. A Proposal Evaluation/Negotiation Committee will perform the overall evaluation process.
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 Offerors

until VRT determines which Proposal provides the best value/most advantageous for VRT. In addition to any other negotiation criteria described herein, VRT may negotiate to ensure the submitting Offerors have a clear understanding of the objectives required and requirements that must be met, ensure that the Offerors will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding statement of work or other contract terms.

10.SPECIAL TERMS AND CONDITIONS OF RFP

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

B. TAXES: VRT is exempt from Federal and State taxes and will execute the required exemption certificates.

C. SUBCONTRACTING: Offeror will not subcontract with any 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 will be void. No approved transfer will release the Offeror or any surety of Offeror of any liability hereunder without the express consent of VRT.

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

E. PROTEST OF OFFEROR SELECTION OR CONTRACT AWARD: If any participating Offeror objects to such award, said Offeror shall respond in writing to the notice from VRT within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, VRT shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. Idaho Code § 67-2806 (2)(j).

F. VALLEY REGIONAL TRANSIT PREROGATIVE: VRT reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit VRT to negotiate a contract, nor does it obligate VRT to pay for any costs incurred in preparation and submission of bids or Proposals or in submission of a contract. VRT reserves and holds at its discretion the following rights and options in addition to any others provided by VRT: (1) to reject any or all of the bids or Proposals; (2) to issue subsequent requests for bids or Proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or Proposals received; (5) to enter into a contract with any combination of one or more prime vendors, sub-vendors, or service providers; (6) to approve or disapprove the use of proposed sub-vendors and substitute sub-vendors; and (7) to negotiate with any, all, or none of the respondents to the RFP.

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

H. ALTERATION OF 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.

I. OFFEROR RESPONSE, No Additional Terms and Conditions: VRT will not consider or allow any additional contractual terms, conditions, modifications or other changes to the contract attached hereto as Exhibit E.

J. EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Exhibit E below "Services Contract," Section 18.21.1 and, as applicable, Section 18.21.2) must be received at VRT's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by VRT. In the event the apparently successful Offeror does not submit any or all of the aforementioned documents on or before the required deadline, VRT may award the contract to another Offeror; in such event, VRT shall have no liability and said party shall have no remedy of any kind against VRT.

K. CONTRACT ADMINISTRATION: Kevin Womack at VRT shall assist in the central administration for this contract: 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2737.

11. OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

ADDENDA	DATE
1.	
2.	
3.	
4.	

GENERAL INFORMATION OF OFFEROR

Legal Name of Company: ____

The undersigned certifies as follows:

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

DBE ____ Corporation_____ Other, identify: ______________________________
Idaho Resident Bidder? ___Yes ___No
Federal Tax I.D. Number: _________________________________
DUNS Number: ____
Required licenses and numbers: ____

Firm's Address: ____
Firms Contact Person: __________________________ Title: _________________________

Telephone: ___________________________ Email: _______________________________

Project Manager and Title if different from Contract Person: ________________________

Name: Title________________________________
Contact Phone: _____________________________Contact e-mail:____________________

Address where correspondence should be sent:

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

____
____
____

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

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

Company Name:__________________________________

By: ____

Title: ____

12. REQUIRED REFERENCES

THIS PAGE MUST BE COMPLETED AND RETURNED AS PART OF YOUR PROPOSAL RESPONSE Responses received without the required references cannot be considered and will be rejected. Offeror is to provide a list of three (3) firms currently using your services and other services similar to those being required herein for VRT. For each reference provide a contact name and contact information sufficient to allow VRT to contact the firm and receive a reference.

OFFERORS (Company) Name: ______________________________

REQUIRED REFERENCES

1. ***Company Name:*** ______________________________
   Address: ______________________________
   ____
   ____
   Contact Name: ______________________________
   Contact Phone: ______________________________
   Email: ______________________________

2. ***Company Name:*** ______________________________
   Address: ______________________________
   ____
   ____
   Contact Name: ______________________________
   Contact Phone: ______________________________
   Email: ______________________________

3. ***Company Name:*** ______________________________
   Address: ______________________________
   ____
   ____
   Contact Name: ______________________________
   Contact Phone: ______________________________
   Email: ______________________________

13. CERTIFICATION & AFFIDAVIT

Offeror to complete as indicated below:

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

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

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

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

____

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

Company Name: ________________________________

By: ____

Title: ____

14. CONFLICT OF INTEREST AFFIDAVIT

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

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

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

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

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

Company Name:___________________________________

By: ____

Title: ____

15. LOBBYING CERTIFICATION

LOBBYING CERTIFICATION

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

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

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

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

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

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

Company Name:___________________________________

By: ____

Title: ____

16. FTA REQUIREMENT

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

A. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Applicability to Contracts - Applicable to all contracts.

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

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

No Obligation by the Federal Government –

1. The Purchaser and Offeror acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Offeror, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Offeror agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-vendor who will be subject to its provisions.

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

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts –

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

2. The Offeror also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §§ 1001 and 49 U.S.C. §§ 5307(n)(1) on the Offeror, to the extent the Federal Government deems appropriate.
3. The Offeror agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-vendor who will be subject to the provisions.

C. ACCESS TO RECORDS AND REPORTS

(49 U.S.C 5325, 18 CR 18.36 (i), 49 CFR 633.17)

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

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

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Offeror agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Offeror also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Offeror access to Offeror's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Offeror agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Offeror, access to the Offeror's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Offeror agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and

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

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Offeror shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

7. FTA does not require the inclusion of these requirements in subcontract.

D. FEDERAL CHANGES
(49 CFR Part 18)

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

E. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials): In connection with the execution of this Contract, the Offeror shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Offeror shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Offeror further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

F. TITLE VI CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

G. TERMINATION PROVISIONS

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

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

1. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, VRT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the

manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

H. DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

Policy: It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement. DBE Obligation: VRT and the Offeror agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, VRT and Offeror shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. VRT and Offeror shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted Contracts.

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

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

which would cause VRT to be in violation of the FTA terms and conditions.
PRIVACY ACT 5 U.S.C. 552
Applicability to Contracts
When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow Down
The Federal Privacy Act requirements flow down to each third-party vendor and their contracts at every tier.

Model Clause/Language
The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.
Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Offeror and its employees that administer any system of records on behalf of the Federal Government under any contract:
1. The Offeror agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Offeror agrees to obtain the express consent of the Federal Government before the Offeror or its employees operate a system of records on behalf of the Federal Government. The Offeror understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Offeror also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA

J. AMERICANS WITH DISABILITIES ACT (ADA)

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

K. DISPUTES

Performance During Dispute – Unless otherwise directed by VRT, Offeror shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose act he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between VRT and the Offeror arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in the State of Idaho.

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

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

L. CLEAN AIR AND FEDERAL WATER POLUTION CONTROL ACT

CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (applicable only to contracts in excess of $100,000): Offeror shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Offeror shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

M. BUY AMERICA

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

N. BUILD AMERICA, BUY AMERICA ACT

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

O. TELECOMMUNICATION AND VIDEO SURVEILLAND SERVICE AND EQUIPMENT

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

(1) Procure or obtain;

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

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

or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

P. TRAFFICKING IN PERSONS

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

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

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

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

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

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

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

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

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22

U.S.C. § 7102.

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

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

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

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

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

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

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

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

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

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

(ii) *Termination of Federal Assistance.*

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

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

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

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

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

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

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

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

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

Q. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) Transaction Prohibited.

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

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

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

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

FTA REQUIREMENT ACKNOWLEDGE SIGNATURE FORM

FTA REQUIREMENTS

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

Company Name:____________________________________

By: ____

Title: ____

EXHIBIT A – STATEMENT OF OBJECTIVE

Statement of Objective
Valley Regional Transit (VRT) is seeking qualified respondents for the purpose of outsourcing all of its fixed-route, Complementary ADA Paratransit, and microtransit bus services in Ada and Canyon counties into one management contract operating out of two separate locations. VRT operates the customer information center and employs all staff. Customer service staff are located in the transit centers in both Ada and Canyon counties as well as VRT Administrative office in Meridian.

Background
VRT started the Better Bus Initiative to better public transportation in the Treasure Valley in 2023. VRT currently contracts these services as a management contract but expects to transition to an operating contract once dedicated funding has been established. Currently annual budgets are determined by voluntary contributions from several jurisdiction and educational institutions.

VRT service priorities have been to provide quality customer service while trying to increase frequency and span of service, as well as improving transit amenities within existing budget constraints. Despite having significant budget constraints, VRT continues to implement innovative best transit practices.

Challenges VRT continues to face include on-time performance, increased traffic congestion due to a huge population growth, and car-centric development patterns. VRT tries to keep fleet and facilities in a constant state of good repair with significant budget shortfalls, while also trying to meet the environmental goals of our funding partners.

Operating Locations
- Orchard Facility located at 4701 S. Northrup Ave, Boise, Idaho 83705
- Happy Day Transit Center (HDTC) located at 5907 Cleveland Blvd, Caldwell, Idaho 83607

Transit Centers
- Happy Day Transit Center (HDTC) located at 5907 Cleveland Blvd, Caldwell, Idaho 83607
- Main Street Station (MSS) located at 777 West Main Street, Boise, Idaho 83702

Scope of Work
Provided in Item 2.

Schedule / Milestones
Provided in Item 2

Requirements / Deliverables
Provided in Item 2

Terms, conditions, and requirement
Provided in Item 2

Hours of Service:
Provided in Items 8 and 9

VRT Holidays:
Provided in Item 10.

ITEM 1 – SCOPE OF WORK

This procurement is to contract with a transit management firm to manage Valley Regional Transit's (VRT or the Authority) fixed-route, Americans with Disabilities (ADA) Complementary Paratransit and microtransit services across two counties. VRT owns and operates from two facilities, the Orchard Facility located in Ada County and the Happy Day Transit Center (HDTC) located in Canyon County.

Currently transit services are provided under separate management contracts with two separate transit management firms. This procurement combines both county's operations into one transit management contract at multiple facilities.

The Management Contractor will provide two positions, a General Manager and an Assistant General Manager. These positions are employees of the management contractor. All other transit system personnel will be employed by the Contractor's local subsidiary company operating in Ada and Canyon counties. The Contractor will be responsible for all wages, benefits and other costs related to the two Contractor provided positions.

The General Manager will be based out of the Orchard Facility in Ada County and will be expected to travel between both sites weekly to oversee operations out of both operating locations. The General Manager is expected to spend sufficient time at both facilities to deliver high quality service and administration. The Assistant General Manager will report directly to the General Manager and will be based out of HDTC. The General Manager will be responsible for the management of services operated out of the Orchard Facility and the Assistant General Manager will be responsible for the management of services operated out of HDTC.

VRT will pay the regular cost of operations for the transit system including the cost of revenue and service vehicle fuel, insurance, subsidiary employee wages and benefits, vehicle maintenance cost and facility maintenance cost. The Offeror will be responsible for its overhead cost including the cost of labor contract negotiations.

VRT owns all transit system assets including the names "Valley Regional Transit", and "VRT Access", fare products, designs, logos, copyrights, any intellectual property, etc. The Offeror shall consult with the Authority Contract Representative before disseminating/submitting statistical and/or financial data to a third-party individual and/or entity.

The Federal government is a financial participant in this contract and the Offeror shall be bound by all applicable federal laws, administrative rulings, regulations, and directives. Offeror shall maintain documentation of all transit financial transactions, assist as needed with the preparation of the Authority's annual FTA National Transit Database reporting, and provide required information for any federal, state, or local audit as requested.

The Offeror shall provide complete contracted management services to operate the System. The Offeror shall manage such services in a safe, efficient, economical, and environmentally sound manner and will ensure that employees be properly trained in accordance with VRT operating standards.

The Offeror will be required to work closely with VRT and will be required to explore innovative service operations for containing costs; maximizing revenues; complying with all federal, state and local regulations; and providing optimal service to all passengers of the System.

The Offeror shall manage the System in an exemplary manner as to provide a safe, efficient, and cost-effective fixed-route and demand response services within Ada and Canyon counties that offers access to employment, shopping, family services, community agencies, and events; diminishes congestion; reduces pollution; promotes and supports the benefits of alternate mode transportation; and is in full compliance with the requirements of the ADA.

ITEM 2 – GENERAL RESPONSIBILITES

The Offeror shall manage the RFP specified services for the System on behalf of the Authority and shall assume the active management of the System on behalf of the Authority, under the Authority's direction.

Services to be Managed by the Offeror

Using vehicles and equipment provided by the Authority, the Offeror shall manage the System as specified by VRT. Bus services shall be operated in strict accordance with the operating days, operating hours detailed in Exhibit D and routes and schedules which can be found in Exhibit E, as determined and modified by VRT.

The Offeror shall manage such services in a safe, professional, and courteous manner. The Authority reserves the right to make revisions, additions, or reductions to routes, schedules and fares as it deems in the best public interest throughout the term of this Contract. The Offeror shall also manage the special transportation services as directed by the Authority. Special transportation services include extended service and hours on select routes and shuttle service for special events within the Authority's service area that are open to the general public, and the use of vehicles to promote the Authority's transportation services including parades and vehicle displays. The transportation service provided by the Offeror shall meet the following minimum fixed-route operating requirements:

- The Offeror is authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions in the public right-of-way. All deviations are to be reported to the Authority immediately and communicated to the public in accordance with Authority procedures.
- The Offeror shall notify the Authority if a fixed-route bus is operating more than ten minutes behind schedule and take steps to restore on-time performance.
- The Offeror shall develop operator work schedules to assure that reliable service is provided using the type of vehicle recommended by the Authority for a specific route. The Offeror is responsible for employing and having available sufficient operators, maintenance, fueling, utility, supervisory, administrative, and other personnel available to assure the service is provided as scheduled, including back-up vehicle operators.
- A supervisor is required to be on duty at all times when buses are in service. The supervisor is required to monitor and respond to radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues and to communicate with VRT administrative staff as needed.
- The Offeror shall conduct on-street supervision to assure routine monitoring of fixed-route service.

- Vehicle operators, when requested by the Authority, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by the Authority.

Uniforms

All vehicle operators shall be neat in appearance and wear a uniform approved by the Authority at all times while on duty, including VRT branding and a badge indicating the driver's first name. The Authority shall determine the exact articles of clothing to include color and style that will comprise the vehicle operator uniform. The Offeror shall be responsible for purchasing the uniforms from a vendor approved in advance by the Authority.

The Offeror shall be responsible for providing vehicle operators with short sleeve shirts, long sleeve shirts, pants, and jackets. The above uniforms shall be replaced by the Offeror during the term of this contract as needed to assure that all operators have a clean and neat appearance at all times.

The Authority shall provide a hat for each employee that desires one. The hat will be optional.
All uniform shirts and jackets must be directly embroidered with the Authority's logo.

Emergency Services

In the event of a declared civil disorder or natural catastrophe, or an emergency called by the county emergency management agency the Offeror shall direct the employees to operate as ordered by federal, state, and/or the county Civil Authorities.

Communications System

The Authority's buses are equipped with two-way radios. The operating facility will also be equipped with the Authority's owned base station and at least one mobile radio unit compatible with the bus radios. It is the responsibility of the Offeror will implement and follow all policies and procedures for radio use and maintenance and will follow any Authority policies and procedures for radio use and maintenance of the radio system.

Charter Service Operations

The Offeror agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of Federal Transit Administration (FTA) assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Authority may request Offeror provide charter service once Authority has complied with FTA requirements that allows FTA recipients to provide charter service.

Fare Collection and Pass Sales

Fares and other fees shall be collected, deposited and accounted for in accordance with policies and procedures described in this RFP and in the Authority Finance Policies and Procedures. The Offeror agrees that the Authority may modify fare collection policies and procedures during the term of this Contract.

Fare System

Offeror will implement and follow standard operating procedures (SOPs) relating to the system's Regional Fare System (including but not limited to all elements of the revenue collection, smart card use, ticket validators (fixed and handheld), central computer system and automatic fare management system). The SOPs should address both utilization of the elements within the Regional Fare System and the preventative maintenance of the elements within the Regional Fare System. The Offeror shall provide electronic copies of the SOPs to the Authority for their review. The SOPs shall be updated as necessary, but not less than annually, after being reviewed by the Offeror. The Offeror shall forward a final copy of the SOPs to the Authority's Contract Representative for review and approval.

Public Information

The Offeror shall work with the Authority to ensure the riding public is updated with necessary passenger information, including service alerts, detours, missed trips, or other service deviations. The Offeror agrees to make available bus schedules and other public relations materials, not only for routes being run by the Offeror but also for other Offerors who are operating routes for the Authority and for other transit authorities or organizations that connect with services of the Authority. The Offeror must comply with all required public records laws, requirements, and requests as determined by the Authority.

Passenger Comments/Complaints/Commendations

The Offeror will make available on all buses that are in revenue service passenger suggestion/comment forms and take all reasonable steps to afford passengers the opportunity to make suggestions about or comments on the Authority's transportation services. All suggestions/comment forms shall be forwarded to the Authority as soon as possible but no later than the next regular operating day after the Offeror receives the comment or suggestion.

The Authority will be responsible to enter all suggestions or comments into an electronic reporting software program. Depending on the type of suggestion or comment, the Authority will delegate or respond directly. If the Offeror is delegated to respond to suggestion or comment, they have three (3) business days to respond.

Passengers may also make comments, complaints, or commendations directly to the Authority. Any comment or complaint received by the Authority that concern the delivery of transportation services under this contract or behavior of Offeror employees including vehicle operators shall be entered into the electronic reporting software and forwarded to the Offeror for a full investigation, as soon as possible.

The Offeror shall provide a response to the comment or complaint in the electronic reporting software within (3) three working days of receiving the comment or suggestion. The Offeror's response shall include action taken, if any. If any serious matters are reported to the Authority, the Authority may require that the vehicle's operator or operators in question be removed by the Offeror from operating routes of the Authority during the investigation. All reports must be closed in the electronic system by the 15th of each month following date of report.

The Offeror shall save video footage that is reviewed during an investigation of all comments or complaints for Authority review in a shared file location, provided by the Authority. Written responses collected from Offeror's employees during an investigation shall also be submitted to the electronic reporting software.

If a complainant has requested a call back by Offeror personnel, as noted in the electronic reporting software, Offeror has two (2) hours of receiving the complaint to call complainant. Offeror shall provide details of phone call and investigation in the electronic reporting software within two (2) hours of the phone call.

Customer Service

Offeror Fixed-Route Responsibilities

A. Handle all passenger issues during service day, including all driver issues, driver training, and responses to complaints and compliments submitted.
   a. Driver issues include bus issues, passenger issues, route obstructions, bus stop obstructions.
   b. Ensure that emails are sent immediately regarding any route issues and/or detours.
   c. Address all issues related to passengers' hygiene and dirty mobility devices. Ensure a report is created and sent to the Operations Director at Valley Regional Transit by the next day on issues addressed.
   d. Handle all fare issues related to passes and farebox equipment.
   e. Respond to complaints, compliments and suggestions within three (3) days with all information/data available.
   f. Address poor passenger behavior.
   g. Issue 24- hour bans as needed. An email must immediately be sent to Authority. If Offeror desires a ban in excess of 24-hours, Authority and Offeror will discuss. If ban will exceed 24-hour, Authority will be responsible for notifying banned passenger.
   h. Driver training shall include, at a minimum, Federal Motor Carrier Safety Administration (FMCSA) Entry-Level Driver Training (ELDT) Regulations, basic vehicle inspections and operations, safety procedures, inclement weather, vehicle malfunctions, FTA drug and alcohol training, ADA compliance, wheelchair safety and security, railroad crossing, and on-board vehicle intelligent transportation systems (ITS).

Offeror Demand-Response Responsibilities

A. Handle all passenger issues during service day, including all driver issues, driver training, and responses to complaints and compliments submitted.
B. Driver training shall include, at a minimum, basic vehicle inspections and operations, safety procedures, inclement weather, vehicle malfunctions, FTA drug and alcohol training, ADA compliance, wheelchair safety and security, railroad crossing, and on-board vehicle intelligent transportation systems (ITS).
C. Determine safe pick-up location or vehicle to be used for eligible riders, if provided location is not safe for rider. The Offeror is required to provide a report within 24- hours that outlines the rationale for the inability to service a specific location. Additionally, the report must include the address of the designated alternate pick-up location that has been determined.
D. Provide direct customer interaction for all same-day issues, same-day cancelations, incorrect addresses and assist passengers not ready for pick up.
E. Notify Authority if scheduled trips are booked incorrectly and provide correct information.
F. Ensure all reservations for VRT Access are scheduled with no denied or unscheduled trips before 5:30 pm Monday through Saturday to ensure passengers get nightly call from automated system for the next day's ride.
G. Ensure any roads that drivers are not able to travel on due to closures or safety concerns are kept up to date in the scheduling software for microtransit services.

General Responsibilities

A. Develop, implement, and update a comprehensive customer service program that includes initial training and annual refresher training for operators and other employees who interface with System customers; the program must be delivered to the Authority on an annual basis (i.e. by July 1st of each year).
B. Develop ongoing programs dealing directly with the public to improve customer relations. Obtain pre-approval from the Authority on programs dealing directly with the public prior to implementing them.

C. Any comment/complaint/commendation received by the Authority shall be handled by the Offeror, related to fixed-route and VRT Access.

System Route, Service Changes, Schedule Improvements/Adjustments

The Authority reserves the sole right to add, delete, or restructure service, fares, or routes at its sole discretion. The Authority agrees to provide the Offeror with sufficient written notice and instruction in order to accommodate any such service change.

The Offeror should recommend route and schedule improvements/adjustments, such as:

A. Make recommendations to the Authority regarding the System, service levels, route planning service modifications, and improvements to services and policies.
B. Provide information to contribute to schedule revisions and to short- and long-range planning documents by collecting data and perform miscellaneous surveys to be used in assimilating information needed to monitor the service and ridership successfully and will respond to any and all Authority, State, and/or Federal reporting requirements. Any public-facing surveys, forms, or other documents should feature approved Authority branding and be approved by the Authority prior to distribution.
C. Assist the Authority with Service Planning, including requirements for new or modified services.
D. Provide input into the development of Authority annual budgeting and grant applications. Prepare a detailed budget proposal for Authority to incorporate into its annual budget for operations managed by the Offeror.

Information Technology (IT)

VRT will provide the necessary desktop and laptop computers, tablets, and other IT equipment required for local management of the contracted services.

Offeror will coordinate and assist the Authority in a timely manner on all Information Technology (IT) projects and programs including but not limited to all database connectivity and accessibility pertaining to the management information systems including but not limited to telephone systems, computer-aided dispatch/automatic vehicle location (CAD/AVL), intelligent transportation systems (ITS), and farebox.

IT projects and programs also potentially include managing data within the following systems including but not limited to: Oracle enterprise resource planning (ERP) and Oracle enterprise asset maintenance (EAM), Via Operations Center, ETA SPOT, Cisco phone system, Smartcard fares, Ticket Vending Machines (TBD), Point of Sale devices, Fuel Master, SPX Genfare, and others.

Valley Regional Transit will be responsible for software, licensing and peripherals required for diagnostics and maintenance of the vehicles including, but not limited to:

- Proterra Diagnostics software
- Cummins Insite
- Cummins Quickserve
- Allison Doc Transmission software
- Meritor Wabco
- Ford Rotunda (IDS)

Marketing Plan/Program

Offeror involvement with the VRT marketing function includes:

- Detours – Updating Authority with information on detours, service delays, trip cancellations and other service disruptions and accurately update public-facing information within VRT's CAD/AVL system.
- Sales – Working with Authority to allow for vendors to apply decals or wraps to buses or other rolling stock.
- Onboard signage – Allow Authority and other personnel to install and remove onboard bus posters, decals, and various other VRT materials and provide assistance as requested.
- Event service – Provide a dedicated bus and driver for various VRT and/or community events.
- Various communications – Provide staff and/or facility/vehicle availability for "behind the scenes" content, promotions, tours, events, and other communications or community engagement initiatives as determined by the Authority.
- Feedback – Report feedback from passengers to VRT staff.
- Internal communications and engagement – Disseminate information and communications from VRT to bus operators and other Offeror staff, and facilitate VRT employee engagement with Offeror's employees.
- VRT representation – Function as a first line of interaction with customers as a representative of VRT, adhering to all expectations of Authority.
- Media Interaction - Offeror staff must coordinate with the Authority on all matters regarding interaction with local media outlets or content creator.

System-Wide Standard Operating Procedures (SOPs)

Develop, implement, and annually update standard operating procedures (SOPs) contained in manuals that cover all aspects of day-to-day operations for the System (e.g. road supervision, cash management, etc.). Comprehensive copies of the SOPs for the System shall be forwarded to the Authority in an electronic format when requested by Authority.

Wheelchair/Mobility Device Rescues

When passengers who uses a wheelchair require a lift or ramp and are stranded due to an inoperable lift or ramp, Offeror shall be required to establish a documented process that complies with 49 CFR Section 37.163(f). Offeror may provide this accommodation by having the operator call in upon encountering a passenger he or she is unable to transport. The Offeror shall submit the wheelchair/mobility device rescue policy to Authority for approval.

Labor Relations and Labor Negotiating

Provide professional labor relations services as required. The duties and responsibilities include labor relations training, labor contract administration and compliance, grievance investigation, arbitration services, and negotiation of labor agreements.

System Safety, Security and Emergency Preparedness Plan

Develop, implement, and annually update a System Safety, Security and Emergency Preparedness Plan, and continuity of operations plan (COOP) relevant to the System. All system safety related plans must comply with Federal Transit Administration (FTA) requirements. An electronic copy of each element of the plans should be forwarded to the Authority on an annual basis (by October 1st of each year).

Safety Management System
Develop, implement, and annually update a Safety Management System (SMS) plan pursuant to 49 CFR 673 and 674. The SMS plan will comply with the Authority's SMS policy. The Offeror, on an annual basis, will provide a summary of milestones achieved including any recommendations for updates to the plan. The Offeror shall forward a final copy of the SMS plan to the Authority's Contract Representative for review and approval. The Offeror shall submit any reports to the Authority as required by the Federal Transit Administration.

Drug and Alcohol Program
Develop, implement, and annually update plans and programs relevant to the System for compliance with U.S. DOT Drug Regulations, as specified in 49 CFR 40 and 49 CFR 655 and ensure an electronic copy of each required report is received by the Authority on an annual basis (by October 1st of each year). Offeror shall provide the Authority any reports as requested and required by said regulations (e.g. annual MIS reports, annual collection facility audit, etc.).

National Transit Database (NTD) Reports
Assist the Authority in preparation and verification of FTA National Transit Database (NTD) monthly and annual reports. The Offeror shall be responsible for full compliance with current NTD reporting requirements.

Environmental Management
Be fully informed of and comply with all existing and future federal, state, and local laws, ordinances, and regulations including, but not limited to the National Environmental Policy Act (42 U.S.C. SS 4321), Clean Air Act; Clean Water Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation and Liability Act; and State: Idaho Environmental Protection and Health Act, Idaho Department of Environmental Control, Idaho Department of Environmental Quality Rules, IDAPA 58.01.05, "Rules and Standards for Hazardous Waste; The Hazardous Waste Management Act of 1983, Sections 39-4401 et seq., Idaho Code.(3-1-93). The Hazardous Waste Facility Siting Act of 1985, Sections 39-5801 et seq., Idaho Code (3-1-93), IDAPA. The Idaho Administrative Procedures Act, Title 67, Chapter 52, Idaho Code. (3-1-93).

Assure that the System is in full compliance with requirements associated with disposal and/or remediation of hazardous waste. Any documentation required for compliance shall be signed by and is the responsibility of the General Manager. The Offeror shall be responsible for any fines associated with disposal and/or remediation of hazardous wastes arising out of their duties under this contract with the exception of routine waste disposal costs borne by the Authority.

Assure that all Authority and State business licenses, permits for doing business and any needed environmental permits are purchased and posted at all Offeror managed facilities at all times. Fully comply with any Environmental Management System (EMS) program or self-certification for EMS.

Warranty Recovery
Offeror will submit all warranty claims for processing. Offeror will assure that 100% of eligible warranty claims are processed so that the System can take full advantage of eligible warranties for assets of the System. Warranty claim procedures shall be included in the Fleet, Facilities, and Farebox Maintenance Plans provided by the Offeror.

Performance Standards
Offeror shall adhere to specific Authority performance standards. Exhibit K lists incentive and disincentives tied to the System performance expectations.

Goals and Objectives Relating to Continual Improvement

Offeror is required to develop, implement, and provide quarterly updates and an annual report on goals and objectives relating to continual improvement (i.e. reduce costs and improve quality) of the System and submit an Annual Report detailing the progress on those goals and objectives. The goals and objectives are a list of innovative operational improvements specified by VRT that are structured to improve service quality, system performance, reduce costs, and improve transit system efficiencies. These goals and objectives will be measurable, achievable, and relevant.

The Offeror shall forward a hard copy and an electronic copy of the goals and objectives for both fixed-route and demand response services to the Authority on a quarterly basis and shall submit the System's Annual Report by November 15th of each year.

ITEM 3 – OFFEROR STAFFING

The Offeror's corporately employed management team will include a General Manager working out of the Orchard Facility and an Assistant General Manager working out of HDTC. All other employees will be employed by the Offeror's management contract subsidiary.

Sufficient personnel including operators, maintenance technicians, utility, cleaners, fueling personnel, dispatchers, road supervisors and other staffing will be employed to supervise, operate, and maintain the System.

It is the Authority's intent to maintain continuity of operating staff, consistent with good personnel management practices and FTA regulations, guidance, policies and procedures. This contract is structured to provide operation and management of the System under one Management Team.

Offeror is solely responsible for the satisfactory work performance of all employees described under this RFP or in accordance with any reasonable performance standard established by the Authority.

Offeror shall be solely responsible for payment to all employees. Authority will reimburse the Offeror for all approved payments.

The Offeror shall hold the Authority harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

The Authority shall have the right to demand removal from service, for reasonable cause, any personnel furnished by Offeror.

The Offeror shall not, without prior written notice to Authority, remove or reassign the General Manager or Assistant General Manager responsible for management of Offeror's operation. Any replacement of the General Manager or Assistant General Manager shall be communicated to the Authority fifteen (15) days before the change or if in an emergency situation within one (1) day after the fact.

The parties understand and agree that upon expiration or termination of this contract, the Offeror shall no longer be responsible for the performance of the terms of any outstanding labor agreements or pension programs, and upon such expiration or termination, the Authority shall designate a successor and require it to assume the obligations of the Offeror in regard to any labor agreement or pension program then in effect.

Personnel Management

The Offeror shall maintain appropriate personnel records, computer information and any needed procedures utilizing information technology and provide training for all operating personnel, supervision of all operating personnel and assign operating personnel so that the System is adequately staffed and supervised during operating hours.

Provide background screening on all employees based on the various services that they perform. The Offeror shall develop, implement, and annually update their screening plan pursuant to: Standard Risk and Background Screening ("standard risk") and Maximum Risk and Background Screening ("maximum risk").

A. <u>Standard Risk and Background Screening ("Standard Risk").</u> A standard risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to Authority facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information, or restricted Authority information; or (iii) allow unescorted access to Authority facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Idaho, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

B. <u>Maximum Risk and Background Screening ("Maximum Risk").</u> A maximum risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of Authority funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to Authority data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, and driving record search for the preceding seven (7) years from the Contract Worker's proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Idaho Department of Health and Welfare.

Offeror will develop, implement, and annually update formal training requirements for all employees with Federal Transit Administration (FTA) responsibilities. The Offeror will provide a copy of their formal training requirements and plan to train said employees to the Authority on an annual basis.

Offeror will develop, implement, and annually update driver and maintenance training programs to employees who operate and maintain transit equipment following available U.S. DOT guidelines and training on the transportation of passengers with disabilities as outlined in the ADA Federal Regulations.

Offeror will ensure that each driver has proper licensing applicable to his/her position for the State of Idaho. All drivers will need to successfully complete any competency exams required under said training programs. The Offeror will provide a copy of their operator training and retraining plans to the Authority for their review and will include progress updates in their monthly compliance reports.

Independent Offeror Status

It is agreed that the Offeror is, and will remain in all respects, an independent contractor and not the agent or servant of the Authority and it is further agreed that the Authority neither has, nor shall in the future, have the power to hire or fire employees of the Offeror nor control the actions of the employees of the Offeror.

Offeror attests that it is operated under the laws of the State of Idaho to carry out activities as an independent Offeror. The Offeror agrees to hire and pay employees and shall make all necessary payroll deductions and payments to federal, state, and local governments, and shall make provisions for Workmen's Compensation where it is required.

General Qualifications

For the purposes of this agreement and interpretation thereof, it is agreed that public transportation is a specialized function. It is the essence of this agreement that the passengers be transported regularly, promptly, safely and without interruption or incident. It shall be a primary obligation of the Offeror to operate its affairs so that the Authority will be assured of this continuous and reliable service.

It is recognized that for the protection of the public, vehicle operators must be of stable personality and of the highest moral character. The Authority places upon the Offeror and the Offeror agrees to accept the full responsibility of assuring such qualities in personnel. The Offeror agrees that it will not knowingly allow any person to drive a bus whose conduct might in any way expose the public to any impropriety of word or conduct whatsoever, nor shall the Offeror allow any person to drive a bus who is not at that time in a condition of mental and emotional stability and is physically competent. The responsibility for hiring and discharging personnel in respect to all the foregoing shall rest entirely upon the Offeror.

Management and Supervision

The overall management and daily supervision of transportation services provided by the Offeror shall be the responsibility of the Offeror.

General Manager Requirements

Provide the services of a full-time General Manager who shall manage the Ada County operation and provide overall management and supervision of the services to be provided under the terms of this Contract including operations in Canyon County. The General Manager shall have the appropriate education, experience in public transportation operations, and supervisory skills and experience necessary to effectively manage all the transportation services to be provided under this contract.

The General Manager assigned to the Authority shall be approved in advance and in writing by the Authority. The Authority shall be the sole judge in determining whether the General Manager possesses the necessary education, qualifications and experience. The General Manager shall work cooperatively with the Authority on matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises. The office of the General Manager shall be physically located at the Orchard facility.

The Offeror shall assure the Authority that the General Manager designated for this project will not be replaced without notifying the Authority in writing at least ten (10) working days in advance. Should the Offeror replace the General Manager or the services of the General Manager become unavailable to the Offeror, the resume and qualifications of the proposed replacement shall be submitted to the Authority for review as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent General Manager unless the Offeror is not provided with such notice by the departing employee. The Authority shall verify that the proposed replacement General Manager meets the Authority's minimum requirements and notify the Offeror within three (3) working days following receipt of the resume and qualifications.

The General Manager must have extensive management experience with a fixed-route system and ADA paratransit. If the General Manager does not have extensive management experience in any one of these areas (i.e. fixed-route bus operations, ADA paratransit operations), the Authority has the right to remove a General Manager with or without cause given a 30-day notice to the Offeror. Should the removal of a General Manager occur, the Authority has the right to approve the replacement General Manager.

Assistant General Manager Requirements

Provide the services of a full-time Assistant General Manager who shall manage the Canyon County VRT transit operations under this contract and be second in command to the General Manager. The Assistant General Manager will report directly to the General Manager. The Assistant General Manager shall have the appropriate education, experience in public transportation operations, and supervisory skills and experience necessary to effectively manage all the transportation services to be provided under this contract.

The Assistant General Manager assigned to the Authority shall be approved in advance and in writing by the Authority. The Authority shall be the sole judge in determining whether the Assistant General Manager possesses the necessary education, qualifications and experience. The Assistant General Manager shall work cooperatively with the Authority on matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises. The office of the Assistant General Manager shall be physically located at HDTC.

The Offeror shall assure the Authority that the Assistant General Manager designated for this project will not be replaced without notifying the Authority in writing at least ten (10) working days in advance. Should the Offeror replace the Assistant General Manager or the services of the Assistant General Manager become unavailable to the Offeror, the resume and qualifications of the proposed replacement shall be submitted to the Authority for review as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent Assistant General Manager unless the Offeror is not provided with such notice by the departing employee. The Authority shall verify that the proposed replacement Assistant General Manager meets the Authority's minimum requirements and notify the Offeror within three (3) working days following receipt of the resume and qualifications.

The Assistant General Manager must have extensive management experience with a fixed-route system and ADA paratransit. If the Assistant General Manager does not have extensive management experience in any one of these areas (i.e. fixed-route bus operations, ADA paratransit operations), the Authority has the right to remove an Assistant General Manager with or without cause given a 30-day notice to the Offeror. Should the removal of an Assistant General Manager occur, the Authority has the right to approve the replacement Assistant General Manager.

Availability

Telephone numbers where the system General Manager and Assistant General Manager can be reached in case of emergency must be provided to the Authority. Management contract team members must be available at all times pursuant to emergencies. The General Manager, Assistant

General Manager and/or designee(s) must be available to meet with appropriate citizen committees as necessary or as determined by the Authority.

The General Manager or Assistant General Manager is required to be available in person or by phone at all times during the operational day. A call chain of other management contract team members will be developed to respond to incidents or other system emergencies on a 7 day per week 24-hour basis. Management contract team members will respond in person as needed to system emergencies including accidents with extensive property damage or injuries regardless of time of day or day of week.

The General Manager and Assistant General Manager will generally be expected to be on duty during normal business hours of 8:00 am to 5:00 pm on weekdays. Either the General Manager or the Assistant General Manager shall be present in person during business hours. The Authority reserves the right to limit the number of remote workdays approved for these two key management positions.
In the event the General Manager or Assistant General Manager will be unavailable for an extended period of time (i.e. greater than a 24-hour period), the Offeror shall provide written notice to the Authority and shall also indicate who will be functioning in his/her place and the duration of time the General Manager or Assistant General Manager will not be available to perform his/her duties.

Road Supervision
The Offeror shall manage specified road supervision to monitor drivers and vehicles during all hours of service offered by the System. Road supervision shall include but not be limited to monitoring driver performance and assisting drivers during all hours of operation. Road supervision must be present during all times of revenue service and in sufficient number when services are scheduled to operate according to service contract requirements.

Road supervision shall provide continuous daily street supervision of the transit system including the monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (e.g., fare collection, accurate key coding of fare type, customer ADA compliance, and passenger relations). Such supervision will also include responses to investigation of accidents, responding to customer complaints, addressing route detours that may arise during service, and dealing with difficult passengers encountered by drivers.

VRT reserves the right to provide investigations, and adherence checks of its own without notice to ensure Offeror’s compliance with terms of the Agreement.

Maintenance Personnel
The Offeror shall manage mechanics, bus cleaners, fuelers, and other maintenance personnel necessary to maintain, clean, and fuel vehicles and respond to road calls. Sufficient maintenance personnel shall be on duty while buses are in operation at the maintenance facility provided by the Authority.

Vehicle Operators
The Offeror shall manage all vehicle operators required during all hours of service offered by the System. Vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner. Vehicle operators shall be expected to greet passengers in a pleasant manner and be sensitive to passenger needs. Vehicle operators are expected to minimize conversations with passengers while any vehicle is in motion.

Vehicle operators shall be expected to assist disabled, elderly, and other passengers in need to board/exit the bus as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers which may be construed to be undermining the system operation.

Vehicle operators shall operate vehicles safely at all times. The Offeror shall comply with the operating policies, procedures, and any other requirements described in the Offeror's Employee Handbook.

Vehicle operators shall not eat, drink, or use tobacco products, including e-cigarettes, while their vehicle is in scheduled service, but may eat or drink non-alcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products or e-cigarettes on vehicles shall be prohibited at all times. Vehicle operators can use tobacco products or e-cigarettes in designated areas, and always at least 20 feet away from any vehicle entrance.

Vehicle operators shall properly collect fares, issue passes/change cards according to policies and procedures detailed in the systems Operations Manual and any revisions to this manual that may be made, from time to time, by the Authority.

Minimum Requirement for Vehicle Operators

All Offeror employees, including vehicle operators, maintenance personnel, supervisory and management personnel, that operate any revenue vehicle performing services on behalf of the Authority under this Contract shall:

- Possess the proper Commercial Driver's License (CDL) required by the State of Idaho to operate such vehicle. The CDL shall be Class B with a "P" endorsement with no "L" restrictions, prohibiting the operation of air-brake equipped vehicles.
- Not carry current valid driver's license in more than one state.
- Notify the Offeror of any suspensions, revocations or cancellations of their license.
- Not permit a driver to operate a bus if the driver has no CDL license and/or more than one license or his license has been suspended, revoked or canceled.
- Pass a U. S. Department of Transportation physical examination prior to the initiation of this Contract and at least every two (2) years thereafter.
- Have never been convicted of a felony at any time.
- Have not been convicted of a misdemeanor involving theft or dishonesty in the last ten (10) years.
- Not be allowed to drive a vehicle and transport passengers under 18 years of age if they have a record showing "indicated" or "founded" for child abuse.
- Be suspended from transporting passengers if charged with a felony or a misdemeanor involving theft or dishonesty pending the outcome of the case.
- Not be addicted to the use of alcohol or controlled substances and participate in a substance abuse program as required by federal, state and local law and Authority Policy.

Contracted personnel shall be permanently disqualified from driving a vehicle on behalf of the Authority if one or more or the following exists in the driver's or applicant's personal or professional driving background:

- Two or more chargeable accidents in the last three (3) years.
- One or more of the following violations in the last five (5) years:
  - Driving while intoxicated.
  - Driving under the influence of drugs.
  - Negligent homicide arising out of the use of a motor vehicle.

  - Operating during a period of suspension or revocation.
  - Using a motor vehicle for the commission of a felony.
  - Aggravated assault with a motor vehicle.
  - Operating a motor vehicle without owner's authority.
  - Reckless driving and speed contest.
  - Hit and run (BI and PD) driving.
- Any combination of chargeable accidents and any moving violations, that are not listed above, totaling four (4) or more points in the last five years (5 years).

Training Requirements for Vehicle Operators

Offeror shall develop, implement, and maintain a formal training and retraining program for vehicle operators that meets the following minimum requirements: (1) New hire classroom and driving training to comply with ELDT requirements through FMCSA, (2) regular safety meetings, (3) periodic retraining, (4) ADA training, (5) drug and alcohol training, and (6) customer relations (empathy) training.

Offeror shall ensure safety and training programs include prevention and the reduction of near miss safety events, passenger injuries, industrial injuries and safety events.

Initial Training and Orientation

Prior to permitting any employee to operate a bus in revenue service, the Offeror shall adequately provide orientation, training, including but not limited to vehicle orientation, safe bus operation, passenger relations, fare collection, route and schedule orientation, on-time performance, completion of required reports, use of radios and other communications equipment, accident/emergency procedures, ADA requirements, and any training procedures and laws, regulations or policies concerning the use of drugs and alcohol.

<u>The following minimum training requirements shall be met:</u>
Every operator, both full-time and part-time, shall receive a minimum of eighty (80) hours of training. This requirement may be reduced to forty (40) hours of formal training for any person for whom the Offeror can provide written documentation of both one (1) year of experience as an operator for the Offeror in a different operation operated by the Offeror. Experience and training with other transportation systems, including other public transit agencies or school bus systems, cannot be used to meet the reduced training requirement.

The eighty (80) hour training period shall include:

- Eight (8) hour National Safety Council Defensive Driving Course or equivalent as approved by the Authority. Operator shall have satisfactory scores.
- A minimum of thirty-two (32) hours of revenue vehicle driving time with a supervisor or senior vehicle operator. Each operator shall be trained on each type of vehicle prior to operating that type of vehicle in revenue service.

The Offeror shall distribute and review the any Authority policy and procedures relevant to service operation with every vehicle operator prior to permitting the vehicle operators to drive in revenue service of the Authority. The Authority reserves the right to revise any policy and procedure throughout the term of this Contract. Offeror shall review all revisions with all vehicle operators immediately after any policy or procedure revision is issued by the Authority.

The Offeror shall certify in writing, by name, each individual vehicle operator who has satisfactorily completed all requirements and training courses prior to allowing that individual operator to operate a bus in revenue service by completing and submitting a vehicle operator training report to the Authority.

Refresher Training

The Offeror shall provide ongoing refresher training courses for all vehicle operators that meets the following minimum requirements:

- The Offeror shall hold, at a minimum, four (4) training sessions per year for all full time and part time vehicle operators. Each of these training sessions shall be for a minimum of four (4) hours.
- Operators shall receive refresher training in the areas of passenger relations, operating procedures, ADA regulations, the effects of drugs and alcohol, and equipment updating at these sessions.
- Operators are required to receive at least a minimum of eight (8) hours of refresher training annually. The Offeror shall submit an annual training session outline, in advance, to the Authority.
- The Offeror agrees to notify all vehicle operators of their obligation and require their attendance at safety and training programs and drug and alcohol programs.
- The Authority may also from time-to-time sponsor training sessions for bus operators. Authority sponsored training may be substituted for a Offeror's training session.
- Each operator shall receive an on-board evaluation annually conducted by a trainer or qualified supervisor.
- Offeror shall retrain operators in any of the above areas, as needed, due to unsatisfactory performance.

Paratransit Service Requirements

Complementary ADA paratransit services are subject to Federal regulations (49 CFR Part 37 Subsection F).

- Service Area Complementary Paratransit: Service will be provided to a defined service area.
- Hours and Days of Service: Service will be provided at the same at the same times as fixed-route services are provided.
- Trip Purpose: There will be no restriction or prioritization as to trip purpose.
- Reservation Hours: Reservations must be accepted at a minimum from 8 a.m. to 4 p.m. on weekdays. On Saturdays, Sundays, and Holidays requests for reservations must be recorded via voice mail or other technology.
- Next Day Service: All service requests received prior to close of reservation hours the day prior must be accommodated that day. Any trips not reasonably accommodated are considered trip denials. Trips can be scheduled up to 14 days in advance.
- Late and Missed Trips: All trip pick-ups will be made within a period of 15 minutes before to 15 minutes after the agreed scheduled time. Pick-ups made outside the period will be considered missed.
- Excessive Trip Length: Trips shall be provided in reasonably direct fashion – not to exceed in travel time three (3) times most expedient route. However, pick-ups and drop-offs of other passengers may occur during a given trip.
- Subscription Trips: In any rolling sixty-minute time period up to 50% of the service capacity may be for regularly recurring trips
- Driver Standards and Training: All drivers shall always properly be licensed for the vehicles they are operating, knowledgeable of the service area, fully trained in the use of all safety and accessibility equipment and trained to be sensitive to the needs of customers, in particular those customers with disabilities.

Demand Response Dispatching

The Offeror's dispatcher functions include scheduling of drivers, dispatching demand response vehicles, taking same day cancellations, and review of next day schedules for efficiency optimizing the upcoming day's schedule. The Offeror will ensure staff uses scheduling software correctly to ensure accurate data reporting. This includes:

- Trip arrival time
- Trip no-shows
- Cancelled trips
- Any breaks in excess of 30-minutes
- Fare collected

Vehicles

Authority will be responsible to ensure all vehicles are titled and registered. Offeror will ensure up to date registration and insurance paperwork is accessible within all vehicles. Offer will ensure Operators inspections are done before vehicle leaves facility.

The inspection shall document, at a minimum, that the vehicle is properly licensed, is free of safety defects, any significant body damage, the accessibility equipment is functioning properly, all data communications equipment is functioning properly, and the operation of heating and air conditioning.

ITEM 4 – MAINTENANCE

Minimum Requirements for Maintenance Personnel

All maintenance personnel assigned to work on Authority owned vehicles shall have:

- A thorough knowledge of internal combustion (CNG, gasoline) engines, thorough knowledge of battery electric vehicles including related systems, automatic transmissions, electronic engine and transmission diagnostic equipment and systems, air brake systems, air conditioning systems, electrical systems, vehicle chassis and bodies, and related bus mechanical systems and equipment.
- Knowledge of the general methods and procedures used in servicing and repairing mechanical equipment, including the use of tools, precision instruments, and equipment used in the general repair and maintenance of vehicles and equipment provided by the Authority.
- An understanding of decimals, fractions, and specifications related to vehicle maintenance.
- Knowledge of specialized bus systems and equipment including wheelchair lifts and wheelchair tie-down systems, electronic fareboxes, and electronic destination signs.
- The skills and experience necessary to conduct preventative maintenance inspections and complete associated paperwork.
- The ability, skill, and experience to inspect, diagnose problems, and repair Authority vehicles and equipment, including the general and specialized bus components and systems.

The Offeror agrees that only properly trained mechanics will be used to maintain and service the vehicles.

Training Requirements for Maintenance Personnel

The training for maintenance employees must include:

- Monthly safety training meetings
- Employee retraining as necessary

- Specific training to cover all aspects of battery electric buses and other vehicles necessary for vehicle maintenance and safety.

The Offeror shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current knowledge in the maintenance and repair of the vehicles and equipment listed in Exhibit B, including air conditioning systems, wheelchair lifts and other ancillary equipment. It is further agreed that the Authority may require Offeror maintenance personnel to receive training in the proper care of all new or replacement Authority owned equipment.

Fleet Maintenance Plans

Offeror will develop, implement, and annually update a Fleet Maintenance Plan for the System (for revenue and non-revenue vehicles) and forward an electronic copy of each element to the Authority for approval on an annual basis by October 1st of each year.

- Fleet Maintenance Plans must meet and /or exceed industry and original equipment manufacturer standards and must be approved by the Authority.
- All maintenance of all support equipment and vehicles should be done to minimize the development of any unsafe conditions, including environmental damage to property and natural resources.
- Assure that all vehicles conform to applicable safety standards as established by the Idaho Department of Transportation and the United States Department of Transportation.

Vehicles, Furnishings, Equipment, and Other Fixed Assets

The Authority will provide vehicles, furnishings, equipment and other fixed assets to the Offeror for use in providing fixed-route and demand response services under this Contract. It is the intent of the parties that from time-to-time other vehicles furnishings, equipment, and other fixed assets of a similar type and nature may be added to or deleted from this Contract and will be subject to the same terms and Conditions.

The Offeror shall be responsible for the vehicles, furnishings, equipment, and other fixed assets used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, furnishings, equipment, and other fixed assets.

Authority will be responsible for all purchasing of new or replacement vehicles and equipment. Disposition of any vehicles and equipment will be under Authority control. All vehicles and equipment will be disposed of by Authority, or by Offeror if authorized by Authority.

Offeror will not remove any vehicle or equipment for service prior to the end of its useful life without prior written approval of Authority. No real property is to be disposed of by Offeror.

Fleet Replacement Plan

Authority shall develop, implement, and annually update the Fleet Replacement Plan for the System (for revenue and non-revenue vehicles). Fleet Replacement Plans shall show the projected needs (date of need and dollar amounts, etc.) for vehicle replacement and expansion for the upcoming five-years.

General Maintenance Requirements

It is agreed that the Offeror shall:

- Properly service, maintain, repair, perform preventative maintenance for, and stock parts for the vehicles
- Ensure proper staffing to keep the vehicles in a safe mechanical condition according to the

manufacturer's recommendations, industry norms, and the Offeror's Fleet Maintenance Plan throughout the term of this Contract. All repairs and maintenance shall comply with all applicable federal, state, and local laws and regulations.

- Promptly repair or arrange for the repair of vehicles damaged due to accidents.
- Not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the Authority.
- Ensure preventative maintenance inspections and running repairs receive first priority in the use of the Offeror's maintenance resources.
- Adjust work schedules of its employees as necessary to meet all scheduled services and complete preventative maintenance activities required by the Authority.
- Retain the services of outside firms, if necessary, to meet maintenance requirements.
- Use parts, materials, tires, lubricants, fluids, oils that meet or exceed original equipment manufacturer specifications and requirements.
- Keep the vehicles properly serviced with all necessary oil, fuel, tires, and other fluids necessary for the safe operation of the vehicles.
- Keep the interior and exterior of the vehicles neat and clean and the interior free of debris.
- Provide for inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect.
- Maintain all technical updates of service manuals, service bulletins, lubrication charts from the vehicle manufacturer or subcomponent part manufacturer and other such information needed to properly service and repair the Authority's vehicles. The Authority will provide all parts and service manuals to the Offeror when acquired by the Authority upon the purchase of the vehicles. Said manuals are property of the Authority and shall be considered part of the Authority's maintenance requirements to be performed by the Offeror.
- Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties. All warranty recovery, through claims made by the Offeror, shall be paid to the Authority.
- Maintain records of all maintenance and repairs to Authority vehicles including a hard copy history folder for each Authority vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle including documentation of preventative maintenance inspections according to the Offeror's Fleet Maintenance Plan.
    - Records shall be available for the Authority's inspection at any time and shall be entered into the maintenance record keeping system no later than five (5) working days after the completion of repairs or preventative maintenance.
    - The folder shall also contain the vehicle's make, model, year, and serial number.
    - Work orders shall be generated and a copy shall, at a minimum, include a description of the labor hours used and cost, parts used and cost, repair performed, date, mileage, vehicle number and other charges.
- Ensure daily pre-trip inspections performed by drivers are recorded on a Vehicle Inspection Form approved by the Authority.
- Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Offeror's maintenance department for correction.
- Conform to all State, Federal, and local laws, rules, and regulations with respect to the maintenance and operation of Authority vehicles.
- Use the vehicles only for those services described in this Contract.
- Not to make any alterations to or dispose of the vehicles without the prior written consent of the Authority.

- Return the vehicles and equipment to the Authority at the expiration of the term of this Contract or any renewal hereof in good and proper working condition, reasonable wear and tear excepted.
- Maintain all necessary support vehicles in order to ensure support to revenue vehicle operations.
- Provide for needed towing of Authority revenue and service vehicles using Authority contracted towing services.

Maintenance Evaluations

The Offeror shall allow the Authority access to the Authority's vehicles and maintenance records to monitor the Offeror's maintenance performance, as the Authority deems necessary. The Authority may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles maintained by the Offeror. The Authority shall be permitted to view and copy any vehicle maintenance record, inspect vehicles and equipment, and request Offeror personnel to drive vehicles as necessary to evaluate the condition of vehicles used in the performance of this Contract.

Parts and Fluid Inventories

The Offeror shall be responsible for monitoring and accounting for all parts, oil and other fluids inventories necessary to ensure that vehicle repairs will not disrupt the provision of transit service. All parts installed by the Offeror on Authority vehicles or added to the parts inventory shall become the property of the Authority.

Offeror agrees to work cooperatively with the Authority in determining the appropriate spare parts inventory levels. The Authority will monitor the inventory and the Offeror will be financially responsible for any discrepancies that may occur.

Offeror will be responsible for monitoring and accounting for fuel for used in Authority's vehicles. Fuel may only be used in Authority owned vehicles and the Offeror shall maintain a record of fuel delivered and used. The Authority will monitor the fuel inventory levels and the Offeror will be financially responsible for any discrepancies that may occur.

Repossession of Equipment

It is hereby agreed that the Authority shall be entitled to immediate repossession of the vehicles and equipment in the event of:

- Any change in the management or ownership of the Offeror including changes of officers, the sale of a majority interest in the business of the Offeror.
- The filing of any bankruptcy, receivership, or reorganization of the Offeror under a bankruptcy law.
- The dissolution, merger, consolidation, or sale of a majority of the assets of the Offeror; or
- Breach of this Contract.

Permitted Use of Authority Vehicles

Unless expressly authorized in writing by the Authority, the Offeror shall not use any vehicle or equipment which is part of the Authority's transit system other than in connection with the services to be provided under the Contract. The Offeror shall not use any such vehicle or equipment for any private charters or any purpose other than as may be specifically permitted by the Authority and in the Authority's sole discretion and under such terms as the Authority elects.

Regulatory Vehicle Inspections

The Offeror shall be responsible for the required motor vehicle inspection for any new vehicle purchased by the Authority, that the Offeror will be responsible for maintenance of. The required motor vehicle inspection for Authority owned vehicles must be conducted by an agency licensed to conduct inspections on the type of vehicle requiring inspection. All documentation supplied by the agency performing inspection will be provided to the Authority immediately with a copy kept with the appropriate vehicle file.

Vehicle Registration

The Authority will provide license plates and registration cards for Authority vehicles.

Return of Vehicles and Equipment

Upon termination of this Contract, the Offeror shall return all Authority owned vehicles and equipment to the Authority ready for use, with no deferred maintenance or damage. The following procedure shall be used to determine the condition of Authority vehicles and equipment prior to any change in Offerors or, at the Authority's option, prior to the beginning of any new contract with an existing Offeror:

- Authorized representatives of the current Offeror, the successful bidder, and the Authority shall meet at least thirty (30) days prior to the expiration of the contract. At this time, the parties shall examine every bus and all equipment to determine its current condition. The Offeror shall make available such personnel as necessary to move buses and operate hoists. The Offeror shall also make available to the Authority all preventative maintenance inspection records, daily driver inspections, oil analysis test results, and other records as appropriate. Offeror shall fully cooperate with this audit.
- After the audit the Offeror and the Authority shall meet to determine a plan and timeline for resolution of defects found during the audit. The Offeror shall furnish the Authority with a timeline and a specific plan for resolution of deferred maintenance prior to the expiration of the Contract.
- A second audit shall be conducted within five (5) days of Contract expiration to reexamine every bus and to review work performed since the initial inspection. Records shall be kept and made available to the Authority documenting items that have been repaired since the initial inspection.

Vehicle inspection

The following procedure shall be used to determine the condition of Authority vehicles prior to the beginning of the contract.

- Authorized representatives of the successful bidder and the Authority shall meet at least 15 days prior to the contract to inspect VRT vehicles.
- At this time, the parties shall examine every bus to determine its current condition.
- All preventative maintenance inspection records, daily driver inspections, and other records as appropriate will be made available for inspection at this time.
- After the inspection, the successful bidder and the Authority shall develop a plan and a time schedule for making any repairs necessary to ensure that the vehicles are transferred to the successful bidder in good and proper working condition, reasonable wear and tear excepted.

ITEM 5 – FACILITIES AND EQUIPMENT

The Authority shall provide the Offeror with facilities for use in the System as Exhibit C. No shop or storage space on the properties of the Valley Regional Transit shall be provided under the terms of this Contract for use by the Offeror for purposes other than those Authority determines are necessary to carry out the tasks required herein. Offeror's employees are not to store their personal property on Authority premises. Offer shall secure all facilities 24-hours per day, seven days a week, and make provisions for adequate security procedures and measures for the protection of the facility, its personnel, vehicles and equipment.

The Offeror shall have use of the fuel tanks for fueling Authority approved vehicles only. The Offeror is prohibited from using the Authority's maintenance facility for any purpose other than the services specified by this Contract.

The Authority will provide all garage equipment necessary to support vehicle maintenance during the term of this contract. The garage equipment to initially be supplied is listed in Exhibit D. Items may be added to or deleted as recommended by the Offeror and approved by the Authority. Any tools or equipment, including individual hand tools of mechanics, not specifically identified in Exhibit D shall be the responsibility of the Offeror's staff.

It shall be the duty of the Offeror to perform major and minor maintenance required on the facility and garage equipment supplied by the Authority including landscaping, lighting, signage, and security systems.

The Offeror shall be responsible for janitorial services, cleaning of the facility, trash removal, replacement of light bulbs, grass cutting, weed control, and tree trimming.

The Offeror shall be responsible for the repairing damage to any and all facilities, equipment, fixtures, or buildings provided by the Authority as a result of the Offeror's negligence or the negligence of the Offeror's employees.

All items provided to the Offeror shall be returned to the Authority at the termination of this Contract in the same condition in which the items were provided, reasonable wear and tear excepted.

The Offeror in its operations is required to comply with all EPA, OSHA, or other governmental regulations and for any fines or penalties imposed for failing to do so.

Facilities Maintenance Plan

Authority shall develop, implement, and update the Facilities Maintenance Plan for the System. The Offeror shall ensure compliance of the Authority Facilities Maintenance Plan. Maintenance should be done to minimize the development of any unsafe conditions, including environmental damage to property and natural resources.

All facilities are subject to annual audits performed by the Authority's designee. The Offeror is responsible for assuring the Authority-owned facilities and equipment adhere to State of Good Repair standards.

Required Fare Collection Maintenance Plan

Offeror shall develop, implement, and annually update the Fare Collection Maintenance Plan for the System and forward an electronic copy to the Authority on an annual basis. Fare Collection Plans must meet and/or exceed industry and original equipment manufacturer standards and must be approved by the Authority.

The Fare Collection Maintenance Plan shall include but not be limited to ticket vending machines, point of sale devices, ticket validators (fixed and handheld), central computer system, automatic fare management system, etc. All maintenance of all support equipment should be done to minimize the development of any unsafe conditions, including environmental damage to property and natural resources.

ITEM 6 – SERVICES

The Offeror will be responsible for maintenance, operation, and management of bus operations listed below. Services to be managed by the Offeror under this solicitation include fixed-route, microtransit, and Complementary ADA Paratransit services.

1. Nineteen (19) fixed-routes operated in both Ada and Canyon counties.
    a. Sixteen (16) fixed-routes dispatched out of the Orchard Facility.
        i. Routes 2, 3, 4, 5, 7, 8, 9, 10, 16, 17, 20, 21, 24, 28, 29 and 30 are standard routes within Ada County.
    b. Three (3) fixed-routes dispatched out of HDTC.
        i. Routes 40, 42, and 45 are regional routes that serve both Ada and Canyon counties.
    c. The Offeror will be responsible for the management of fixed-route operations, including driver dispatching and driver scheduling.

2. Microtransit operated in Canyon County.
    a. Route 150 is dispatched out of HDTC.
    b. Route 150 picks up at designated fixed-route bus stop and at intersections referred to as “virtual stops”.
    c. Route 150 operates in a service area within the cities of Nampa and Caldwell and makes connections to the regional routes (40, 42 and 45).
    d. The Offeror will be responsible for management of microtransit operations, including driver dispatching and scheduling of rides outside of VRT Customer Service hours.

3. Complementary ADA Paratransit Service.
    a. VRT Access is operated out of Orchard Facility and HDTC independently. VRT Access is tied to a ¾-mile service area around the standard fixed-routes and the regional Route 42.
        i. VRT Access is dispatched out of the Orchard Facility for all standard fixed-routes.
        ii. VRT Access is dispatched out of HDTC for the regional Route 42.
    b. The Offeror will be responsible for management of VRT Access, including moving scheduled trip for efficiency and driver dispatching. VRT will be responsible for negotiating and booking trips.

ITEM 7 – DEFINITIONS

Deadhead Time: The time during which a revenue vehicle is operating outside of the time period during which it is available to transport fare-paying passengers, such as movement between the garage and the start or end of fixed-route service or the first or last address for demand response service.

Demand-Response Services: Any non-fixed route system of transporting individuals that requires advanced scheduling by the customer, including services provided by public entities, nonprofits, and private providers.

- VRT operates both Complementary ADA paratransit service and microtransit service. Service shall be operated in an origin to destination type of service.
- For ADA paratransit service, passengers shall be picked up or dropped off at their location at the curb or door based on the disability of the passenger in accordance with the ADA for complementary paratransit service.

Fixed-Route Service: A system for providing transportation of individuals on which a vehicle is operated along a prescribed route according to a fixed schedule.

Microtransit: A technology-enabled service that uses multi-passenger vehicles to provide on-demand services with dynamically generated routing.

Revenue Hour: The total time a revenue vehicle is available to transport passengers and excludes Deadhead Time.

Revenue Hour Definition by Service:

- *Fixed-route Service:* Revenue Hour begins at the first scheduled stop and ends at the last scheduled stop of the service period.
- *Demand Response Service:* Revenue Hour begins at the time the first passenger is picked up and ends at the time the last passenger is dropped off. Lunch breaks, time spent fueling, and idle vehicle time in excess of 30-minutes shall be subtracted from the revenue hours.

Revenue Vehicle: Any vehicle owned or leased by VRT for the purpose of carrying passengers in revenue service and used by the CONTRACTOR to provide fixed-route or demand response services under this Agreement.

Revenue Service: The operation of a revenue vehicle in transit service with the expectation of carrying fare-paying passengers. Deadhead Time is not included as “Revenue Service”.

Safety Event: Any unexpected outcome resulting in injury or death; damage to or loss of a facility, equipment, vehicle, or infrastructure of a public transportation system; or damage to the environment.

System: As used in this RFP, “system” refers to the fixed-route and demand response services offered by VRT. Demand response services include Complementary ADA Paratransit Service, referred to as VRT Access and microtransit, referred to as Route 150.

Vehicle Hour: The total time a revenue vehicle is in operation, beginning on its departure from the garage and ending on its return to the garage. The term includes the time a vehicle is in revenue service as well as Deadhead Time, but does not include operation within the garage, use during training, or the transporting of a spare vehicle to replace a vehicle that is out of service.

FIGURES

A. ESTIMATED STATISTICAL INFORMATION
B. FLEET INFORMATION
C. FACILITY INFORMATION
D. OPERATING DAYS AND HOURS
E. VRT WEBSITE RESOURCES
F. CURRENT ORGANIZATION CHART
G. PERFORMANCE STANDARDS

FIGURE A – ESTIMATED STATISTICAL INFORMATION

Fixed-route

Annual Revenue Miles	1,400,000
Annual Vehicle Revenue Hours	86,000
Annual Unlinked Passenger Trips	990,000

Demand Response (Includes VRT Access and Microtransit)

Annual Revenue Miles	402,000
Annual Vehicle Revenue Hours	27,000
Annual Unlinked Passenger Trips	65,000

[1] Statistical data is per Annual Agency Profile in 2023 National Transit Database Report.

FIGURE B - FLEET INFORMATION

Ada County	**69 Total Fleet**
Fixed-Route Transit Bus	41
Battery Electric	*14*
CNG	*27*
Fixed-Route CNG Cutaway Bus	3
VRT Access Cutaway Bus	16
Gasoline	*11*
CNG	*5*
VRT Access Minivan	1
Support Vehicles	5
Service Vehicles	3

Vehicle ID	Make	Model	Year	Fuel	Asset Type	In Service Date	Length
15	Ford	F350	2012	GAS	Other (OR) (Truck or Rubber Tire Vehicle)	11/7/2012	NA
19	Ford	Escape	2021	GAS	Automobile (AO)	6/10/2021	NA
20	Ford	F-350	2022	GAS	Other (OR) (Truck or Rubber Tire Vehicle)	4/15/2022	NA
21	Ford	Escape	2023	GAS	Automobile (AO)	9/25/2023	NA
22	Ford	Explorer	2023	GAS	Automobile (AO)	1/15/2024	NA
23	Ford	Explorer	2023	GAS	Automobile (AO)	1/8/2024	NA
24	Ford	Explorer	2023	GAS	Automobile (AO)	1/8/2024	NA
25	Ford	F-150	2023	GAS	Other (OR) (Truck or Rubber Tire Vehicle)	2/22/2024	NA
308	Dodge	Caravan SE	2012	GAS	Minivan (MV)	3/25/2016	17
331	Ford E-450	Glaval Universal	2017	CNG	Cutaway (CU)	6/21/2017	27
332	Ford E-450	Glaval Universal	2017	CNG	Cutaway (CU)	6/21/2017	27
333	Ford E-450	Glaval Universal	2017	CNG	Cutaway (CU)	6/21/2017	27
334	Ford E-450	Glaval Universal	2017	CNG	Cutaway (CU)	6/27/2017	27
335	Ford E-450	Glaval Universal	2017	CNG	Cutaway (CU)	6/22/2017	27
341	Ford E-450	Glaval Universal	2020	GAS	Cutaway (CU)	1/27/2021	27
342	Ford E-450	Glaval Universal	2020	GAS	Cutaway (CU)	1/25/2021	27
343	Ford E-450	Glaval Universal	2020	GAS	Cutaway (CU)	1/27/2021	27
344	Ford E-450	Glaval Universal	2020	GAS	Cutaway (CU)	1/27/2021	27
351	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	1/22/2024	26
352	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	1/22/2024	26
353	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	1/22/2024	26

354	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	4/2/2024	26
355	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	1/22/2024	26
356	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	2/24/2024	26
357	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	2/22/2024	26
521	Ford E-450	Elkhart	2013	CNG	Cutaway (CU)	9/21/2013	25
522	Ford E-450	Elkhart	2013	CNG	Cutaway (CU)	9/21/2013	25
523	Ford E-450	Elkhart	2013	CNG	Cutaway (CU)	8/22/2013	25
701	Gillig	Low Floor	2011	CNG	Bus (BU)	9/26/2011	35
702	Gillig	35'	2012	CNG	Bus (BU)	3/16/2012	35
703	Gillig	35'	2012	CNG	Bus (BU)	3/16/2012	35
704	Gillig	35'	2012	CNG	Bus (BU)	3/27/2012	35
705	Gillig	35'	2012	CNG	Bus (BU)	3/27/2012	35
706	Gillig	35'	2012	CNG	Bus (BU)	3/27/2012	35
707	Gillig	35'	2012	CNG	Bus (BU)	3/27/2012	35
708	Gillig	35'	2012	CNG	Bus (BU)	3/27/2012	35
711	Gillig	35'	2013	CNG	Bus (BU)	2/28/2014	35
712	Gillig	35'	2013	CNG	Bus (BU)	3/11/2014	35
713	Gillig	35'	2013	CNG	Bus (BU)	2/27/2014	35
714	Gillig	35'	2013	CNG	Bus (BU)	3/12/2014	35
721	Gillig	35'	2015	CNG	Bus (BU)	9/11/2015	35
722	Gillig	35'	2015	CNG	Bus (BU)	9/17/2015	35
723	Gillig	35'	2015	CNG	Bus (BU)	9/24/2015	35
731	Gillig	35'	2016	CNG	Bus (BU)	9/2/2016	35
732	Gillig	35'	2016	CNG	Bus (BU)	9/2/2016	35
733	Gillig	35'	2016	CNG	Bus (BU)	9/2/2016	35
741	Gillig	35'	2023	BEB	Bus (BU)	Est. March 2025	35
742	Gillig	35'	2023	BEB	Bus (BU)	Est. March 2025	35
801	Gillig	40'	2011	CNG	Bus (BU)	9/30/2011	40
802	Gillig	40'	2012	CNG	Bus (BU)	3/13/2012	40
803	Gillig	40'	2012	CNG	Bus (BU)	3/16/2012	40
811	Gillig	40'	2013	CNG	Bus (BU)	2/28/2014	40
812	Gillig	40'	2013	CNG	Bus (BU)	4/9/2014	40
821	Gillig	40'	2015	CNG	Bus (BU)	10/12/2015	40
2107	New Flyer	C35LF	2002	CNG	Bus (BU)	9/13/2004	35
2108	New Flyer	C35LF	2002	CNG	Bus (BU)	9/13/2004	35
2111	New Flyer	C35LF	2002	CNG	Bus (BU)	9/13/2004	35
3501	Proterra	XZ5+	2021	BEB	Bus (BU)	4/18/2022	35
3502	Proterra	XZ5+	2021	BEB	Bus (BU)	2/3/2022	35
3503	Proterra	XZ5+	2021	BEB	Bus (BU)	2/3/2022	35
3504	Proterra	XZ5+	2021	BEB	Bus (BU)	6/2/2023	35
3505	Proterra	XZ5+	2021	BEB	Bus (BU)	11/20/2023	35
3506	Proterra	XZ5+	2021	BEB	Bus (BU)	6/2/2023	35

3507	Proterra	XZ5+	2021	BEB	Bus (BU)	8/16/2024	35
3508	Proterra	XZ5+	2021	BEB	Bus (BU)	8/16/2024	35
4001	Proterra	XZ5+	2021	BEB	Bus (BU)	10/18/2021	40
4002	Proterra	XZ5+	2021	BEB	Bus (BU)	10/18/2021	40
4003	Proterra	XZ5+	2021	BEB	Bus (BU)	10/18/2021	40
4004	Proterra	XZ5+	2021	BEB	Bus (BU)	10/18/2021	40

Canyon County	**25 Total Fleet**
Fixed-route CNG Transit Bus	8
Fixed-route CNG Cutaway Bus	6 (also used for Microtransit)
Access Cutaway Bus	8
Gasoline	*2*
CNG	*6*
Support Vehicles	2
Service Vehicles	1

Vehicle ID	Make	Model	Year	Fuel	Asset Type	In Service Date	Length
N105	Ford	F-250	2017	GAS	Other (OR) (Truck or Rubber Tire Vehicle)	9/19/2017	NA
N106	Jeep	Cheroke	2018	GAS	Automobile (AO)	8/31/2018	NA
N107	Jeep	Cheroke	2018	GAS	Automobile (AO)	8/31/2018	NA
N1511	Ford E450	Glaval Universal	2016	CNG	Cutaway (CU)	7/19/2017	23
N1512	Ford E450	Glaval Universal	2016	CNG	Cutaway (CU)	7/19/2017	23
N1513	Ford E450	ElDorado WorldTrans	2019	GAS	Cutaway (CU)	3/23/2022	26
N1521	Chevrolet	Starcraft Allstar	2023	GAS	Cutaway (CU)	1/12/2024	26
N2511	Ford E450	Glaval Universal	2016	CNG	Cutaway (CU)	8/8/2017	26
N2512	Ford E450	Glaval Universal	2016	CNG	Cutaway (CU)	7/31/2017	26
N2513	Ford E450	Glaval Universal	2016	CNG	Cutaway (CU)	11/8/2017	26
N314	Ford E450	Goshen Coach	2011	CNG	Cutaway (CU)	6/7/2011	28
N332	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	10/14/2013	33
N333	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	10/14/2013	33
N334	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	10/14/2013	33
N335	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	10/22/2013	33
N336	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	10/27/2013	33
N337	Ford F550	Glaval Entourage	2013	CNG	Cutaway (CU)	11/17/2013	33
N611	Gillig	40'	2011	CNG	Bus (BU)	10/17/2011	40
N612	Gillig	40'	2011	CNG	Bus (BU)	12/12/2011	40
N613	Gillig	40'	2011	CNG	Bus (BU)	12/12/2011	40
N614	Gillig	40'	2011	CNG	Bus (BU)	12/22/2011	40
N615	Gillig	40'	2011	CNG	Bus (BU)	12/21/2011	40
N616	Gillig	40'	2011	CNG	Bus (BU)	12/23/2011	40

N617	Gillig	40'	2011	CNG	Bus (BU)	12/28/2011	40
N621	Gillig	40'	2023	CNG	Bus (BU)	12/21/2023	40

FIGURE C – FACILITY INFORMATION

Orchard Facility, 4701 S. Northrup Street, Boise, Idaho

VRT owns the bus facility in Boise, near the Boise Airport. This facility manages both transit and cutaway bus fleets operating in Ada County. The management and maintenance of this facility will be the responsibility of the Offeror. The Offeror will also be responsible for the day-to-day operational oversight of all service-related facilities.

The Orchard Facility is the administrative and maintenance facility for the current Ada County contractor. Orchard Facility includes:

- Contractor administrative offices
- Contractor maintenance offices
- Contractor maintenance shop
- Contractor parts room
- Drive through bus wash
- Compressed natural gas fast fuel station
- Diesel and gasoline fuel island
- Battery electric bus charging infrastructure
- Secured vehicle parking for VRT owned assets
- Secured employee parking

Future plans at the Orchard Facility include a building VRT Administrative offices, remodel of existing contractor facilities and possible site expansion at existing location. The contractor will not be responsible for the building that houses the VRT Administrative officer, once built.

Main Street Station 777 W. Main St. Boise, Idaho

VRT owns Main Street Station (MSS) in Boise, located in the middle of downtown. MSS is a multimodal facility that is ground level and subterranean. VRT buses travel down from street level to a below ground oval circulation driveway that circles the transit center. There are on-street bus stops at ground level.

The Offeror will be responsible for the day-to-day operational oversight of MSS, not including VRT Customer Service office, VRT conference room, Boise Police Department Sub-Station, VRT IT Server Room, and VRT Storage Areas. MSS subterranean facility includes:

- Contractor/VRT shared breakroom
- VRT Conference room
- VRT Customer Service office
- Eight bus bays
- Secure bike storage
- Public waiting space
- Public restrooms
- Public vending machines
- Boise Police Department Sub-Station Office

Happy Day Transit Center, 5907 Cleveland Boulevard, Caldwell, Idaho

VRT owns the Happy Day Transit Center (HDTC) in Caldwell. HDTC is a transit center that also includes a VRT Customer Service Office. HDTC is also the administrative and maintenance facility for the current Canyon County contractor. This facility manages both transit and cutaway bus fleets that serve Ada and Canyon counties.

The management and maintenance of this facility will be the responsibility of the Offeror. The Offeror will also be responsible for the day-to-day operational oversight of all service-related facilities, not to include VRT Customer Service office and VRT storage areas. HDTC facility includes:

- Contractor administrative offices
- Contractor maintenance offices
- Contractor maintenance shop
- Contractor parts room
- Secured vehicle parking for VRT owned assets
- VRT Customer Service office
- Dedicated bus lane
- Public parking
- Public waiting space
- Public restrooms
- Public vending machines
- Park and ride location
- Bike amenities
- VRT storage areas (2)

Future plans at HDTC include a remodel of the existing facilities that may add onsite bus wash facility, public office space and VRT administrative office space.

FIGURE D – OPERATING DAYS AND HOURS

OPERATING DAYS

FY2025 HOLIDAY SCHEDULE

Date	Holiday	Reduced Commute	Shortened Span	No Service
11/11/24	Veterans Day	●		
11/28/24	Thanksgiving Day			●
11/29/24	Day After Thanksgiving	●		
12/24/24	Christmas Eve	●	●	
12/25/24	Christmas Day			●
12/31/24	New Year's Eve	●		
1/1/25	New Year's Day			●
1/20/25	Martin Luther King, Jr. Day	●		
2/17/25	Presidents Day	●		
5/26/25	Memorial Day			●
7/4/25	Independence Day			●
9/1/25	Labor Day			●

vrt

OPERATING HOURS

Monday to Friday
    5:15 am to 10:00 pm
Saturday
    6:30 am to 9:30 pm
Sunday
    No Service

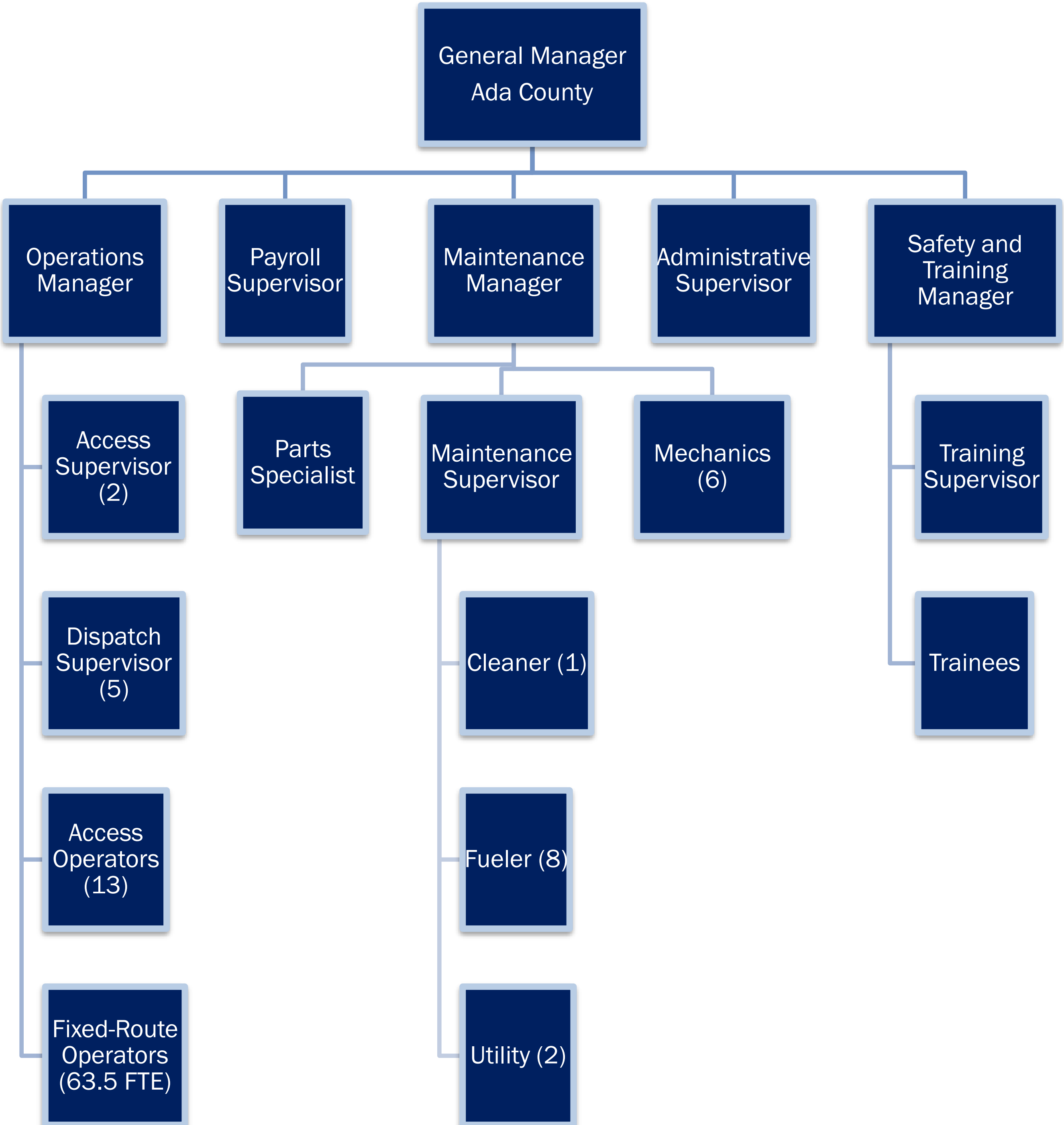
FIGURE E - VRT WEBSITE RESOURCES

Links to website locations are provided below for VRT resources

Bus Schedules - Routes Archive - Valley Regional Transit
Fare Information - Bus Fares & Passes - Valley Regional Transit
How to Ride the Bus - How to Ride the Bus in the Treasure Valley - Valley Regional Transit
Tools and Apps - Tools & Apps for the Treasure Valley - Valley Regional Transit
VRT Home Page - Treasure Valley Public Transportation - Valley Regional Transit

FIGURE F – CURRENT ORGANIZATION CHARTS

Orchard Facility



HDTC


Assistant General Manager
Canyon County
Operations Manager
Maintenance Manager
Safety and Training Supervisor
Dispatcher (2)
Access Operator (2)
Fixed-Route Operator (19 FTE)
Shop Lead
Admisistrative Clerk
Mechanics (2)
Utility (1 FTE)

FIGURE H – PERFORMANCE STANDARDS

Fixed-Route On-Time Performance.
An on-time trip is defined as one that departs no more than 0 minutes early and no more than 5 minutes late.

Monthly Systemwide On-Time Performance Incentive / Penalty	
90.00% and above	- $1,000 Incentive Bonus
89.99% to 80.00%	- $ 0 Incentive Bonus
79.99% and below	-$ 500 Penalty

Total preventable accidents per 100,000 Vehicle Miles.
A safety event is any contact with an object, vehicle or person which results in property damage or injury. A preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash. The final determination of preventability is at the sole discretion of the VRT Safety Committee.

Monthly Preventable Accident Rate Incentive / Penalty	
No Preventable Accidents	$1,000 Incentive Bonus
Between 0.01–1.0 Accidents/100K Miles	$ 0 Incentive Bonus
Above 1.0 Accidents/100K Miles	$ 200 Penalty

Miles Between Road Calls.
A Road Call is any failure of any component or system on a vehicle that causes the vehicle to be unable to complete its scheduled revenue service without repair. For purposes of this paragraph, road call mileage shall be calculated by dividing the number of Road Calls by the revenue vehicle mileage of the fleet of Revenue Vehicles traveled in a monthly reporting period.

Miles Between Road Calls Incentive/ Penalty	
More than 10,000 miles per road call	$1,000 incentive bonus
Between 7,500 - 9,999 miles per road call	$ 0 incentive bonus
Less than 7,500 miles per road call	$ 250 penalty

Missed Trips.
Missing a scheduled trip or failing to operate a scheduled trip greatly inconveniences customers and thereby causes further damage to VRT. Therefore, liquidated damages will be assessed wherever the company fails to provide a scheduled trip.

Missed Trip Incentive/ Penalty	
Less than four missed trips in a month	$500 Incentive Bonus
Between five and 29 missed trips in a month	no penalty
More than 30 missed trips in a month	$500 Penalty

Major Incident Reporting.

Designated VRT staff shall be informed of major incidents (accidents or incidents where injuries exist, or medic is required) by phone call or text after the occurrence of the major incident. The Company's GM or designee must report a major incident within 1 hour of when the GM or designee first knew or first should have known of a major incident. Failure to properly report major incidents harms VRT's ability to respond to such incidents and liquidated damages will be assessed for each occurrence (failure to report properly within 1 hour). Compliance with this section does not relieve the Company of its other incident reporting obligations.

Failure to Report – Major Incident Incentive/ Penalty	
Each Occurrence of Failure to Report	$1,000 Penalty per Occurrence

Preventative Maintenance Interval (PMI)

Conducting Preventative Maintenance service is critical to the reliability of the fleet. The established PMI standard is 95% on time. Liquidated damages will be assessed whenever the PMI goal is not met. Such damages will be assessed per unmaintained vehicle when the PMI is below 95%.

PMI Attainment Percentage – Incentive / Penalty	
Achieving 100% On-Time PMI Completion	$500 Incentive Bonus
95% - 99.9% On-Time PMI Completion	$ 0 Incentive Bonus
Below 95% On-Time PMI Completion	$500 Penalty Per Vehicle

Valid Customer Complaints

This performance goal will be measured through monthly counts of documented valid customer complaints including but not limited to unsafe operation, passenger pass ups, operator conduct and on-time performance.

Customer complaints Incentive / Penalty	
0 to 5 Valid Customer Complaints	$ 300 Incentive Bonus per month
5 - 10 Valid Customer Complaints	$ 0 Incentive Bonus per month
11 or more Valid Customer Complaints	$ 100 Penalty per month

Service Planning

VRT staff is responsible for decisions of service changes. The data output for the public timetables, deadhead and revenue miles and hours are generated by VRT and sent to the Contractor. The blocks, run and paddles are prepared by the Contractor.

The VRT shall provide the service plan to the Contractor 30 calendar days before the new service takes effect. The Contractor shall generate the operations reports and complete the Proposal process for operator assignments before the effective date.

Service Planning Penalty	
Service Plan provided to Contractor less than 30 days before new service takes effect	$ 500 Incentive Bonus per Occurrence

VRT ITS Equipment

VRT is responsible for procurement and oversight of all VRT required ITS equipment on all revenue vehicles. VRT and contractor responsibilities for repairing ITS equipment are defined in the VRT IT_ITS Troubleshooting Guide. Accountability for timely ITS equipment repairs will require the Contractor to report issues that need to be addressed by VRT staff using the VRT IT Ticket Submission Procedure. To ensure timely responses to issues, VRT shall pay contractors when tickets are not responded in a timely manner.

VRT ITS Equipment Penalty	
High Priority Tickets not responded to within one-hour	$500 Incentive Bonus per ticket
Medium Priority tickets not responded to within 24-hours	$250 Incentive Bonus per ticket
Low Priority Tickets not responded to within seven days	$100 Incentive Bonus per ticket

EXHIBIT B
PRICE PROPOSAL

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

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

Price Proposal must be in US Dollars. Any annual price increase must be noted in Offeror's Price Proposal.

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

Service Rates:

Monthly Management Fee – Base Term	Rate
October 1, 2025 – September 30, 2026	
October 1, 2026 – September 30, 2027	
October 1, 2027 – September 30, 2028	

Monthly Management Fee – Option Years	Rate
October 1, 2028 – September 30, 2029	
October 1, 2029 – September 30, 2030	
October 1, 2030 – September 30, 2031	
October 1, 2031 – September 30, 2032	

The total Proposal cost of the Project is expected to be $__________________

Signed:____________________________________ Date:______________________________

Company Name:____________________________

EXHIBIT C
SUBMITTAL REQUIREMENTS

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

A. Coversheet of this RFP, See Page # 1, above, with Offeror's name at bottom of summary page.

B. Cover Letter addressed to Procurement Administrator, should serve as both an introduction of the Offeror and an overview of the proposal. Introduction should:

   i. Identify the project manager.
   ii. Provide contact information (physical address, telephone number, and email) and a statement confirming the commitment of key personnel identified in the submittal to meet VRT's quality and schedule expectations.
   iii. No information shall be included in the cover letter.
   iv. Include a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for proposal.

C. Written Responses should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding item number. See written response format on page 1.

   i. Qualifications and Professional Competence of the Management Team: Submit requested information for the proposed General Manager as described in Exhibit D.

   ii. Experience of the Firm: Discuss the firm's qualifications, experience and history in working on projects or providing services similar to those that are the described in Exhibit D of this RFP.

   iii. Method of Approach and Demonstrated Understanding of Scope of Work: Submit requested information to ensure Offeror understand Scope of Work as described in Exhibit D.

D. Sub-contractors or Joint Venture Partners: As applicable, list all key sub-contractors or joint venture partners that may be directly involved in this project.

   I. Identify the role of the sub-contractor or joint venture partner.

   II. Include the qualifications and relevant experience as described in items III-C above. References and resumes are not required for sub-contractors or joint venture partners.

E. Project Manager. Provide a resume summarizing qualifications and experience of the project manager and a brief resume of the key staff that will be directly involved in the project. Include a brief description of the role of individuals in the referenced projects.

F. Acknowledgment of Addenda and Certification: Complete Section 11 with official signature(s) and date(s).

G. Price Proposal: Complete Offeror's Price Proposal as described in Exhibit C to this RFP and submit as a separate attachment to Offeror's email submittal. Price Proposal must be in US Dollars. Any annual price increase must be noted in Offeror's Price Proposal.

H. References: Complete Section 12 with references for three directly applicable projects with current contact information. Include references for sub-consultants, if applicable.

I. Debarment and Suspension Certification: Complete Section 13 with official signature(s) and date(s) if applicable.

J. Conflict of Interest Affidavit: Complete Section 14 with official signature(s) and date(s).

K. Lobbying Certificate: Complete Section 15 with official signature(s) and date(s) if applicable.

L. FTA Requirements. Complete Section 16 with official signature(s) and date(s).

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

EXHIBIT D – EVALUATION CRITERIA

EXHIBIT D
EVALUATION CRITERIA

PROPOSAL EVALUATION REQUIREMENTS

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

1. Qualifications and Professional Competence of the Management Team
    a. Submit the title and name of the individual the Offeror proposes to furnish as its General Manager and a listing of their qualifications and accomplishments as well as three (3) professional references (with contact names and telephone numbers).
2. Experience of the Firm
    a. Describe the firm's fixed-route, ADA paratransit, and microtransit management experience for service that is presently managed. Emphasis should be placed on those systems that have an active bus fleet of at least 50 buses in the fixed-route system and at least 20 buses in the ADA Paratransit system.
    b. Provide a complete listing of those firms and jurisdictions for whom the Offeror has provided services in the past three (3) years. Include the name(s) and telephone numbers of persons to contact for each reference listed. The reference requested can be from either managed systems or system clients.
    c. Describe the capabilities of your firm's home office technical and advisory staff. Highlight the firm's capabilities in the area of labor relations/collective bargaining. Provide an outline of services that would be available for the System.
    d. List each of the transit systems managed and/or operated by the firm that have been discontinued over the past five years. Please explain why each of the contracts was discontinued.
    e. Provide a summary of activities in the following areas for a minimum of three properties you have recently managed.
    f. Transit management contract experience
    g. Labor relations and contract negotiations
    h. Programs for increasing ridership
    i. Knowledge of federal regulations and guidelines used by FTA
    j. Computer-Aided Dispatch / Automatic Vehicle Location systems
    k. ADA familiarity and experience CNG fueling experience
    l. Battery Electric Bus operating and charging experience
    m. Comprehensive Operations Analysis experience

3. Method of Approach and Demonstrated Understanding of Scope of Work
    a. Describe the proposed organizational relationship of the resident staff with the Authority and how the management staff will interact with Authority staff.
    b. Prepare a detailed statement of the firm's policy regarding environmental management and include a discussion of the proposed environmental training plans and programs and disposal procedures that would be provided under the transit management contract.
    c. Prepare a statement of the Offeror's equal opportunity commitment to applicable federal and state laws and to the ethics of nondiscrimination regarding employment of members of minority groups, with an outline of proposed methods to assure compliance and provide excellent service quality.
4. Price Proposal
5. Capacity and Implementation and Operation
6. Reference Check

B. **Price Proposal – See Exhibit B**

C. **General**

1. Shortlist:

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

2. Interviews:

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

Based on evaluation of the proposal submissions and pricing as described herein, VRT reserves the right to require or not to require Offerors with the lower cost per point to participate in a separate onsite interview. The Offeror's representative will be asked to respond to questions regarding their proposal, experience, and qualifications. Should interviews be necessary, scoring will begin at zero (0) points with a maximum award of 100 points.

The proposal of any Offeror who does not agree to attend a scheduled evaluation interview will be rejected and will no longer be considered. The onsite interview points earned will be based on how well the evaluation committee believes the Offeror demonstrates an understanding of the project and the expected tasks, how well the proposal meets VRT's requirements, the responses of the Offerors to questions regarding their proposed work plan, and the qualifications of their staff and any proposed sub-consultant's staff.

In the event interviews are conducted the award will be given to the proposer that scores the highest points earned during the interview and best meets VRT strategic vision and goals.

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

EXHIBIT E
SAMPLE SERVICE AGREEMENT

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

WITNESSETH:

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

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

ARTICLE 1 – STATEMENT OF WORK

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

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

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

ARTICLE 2 - DURATION

2.1 This Agreement shall continue as follows:
Effective Date: Month, Day, Year:
End Date: Month, Day, Year :
By mutual agreement, the parties may extend the term of this Agreement for up to __(X)___ additional terms of (1) year each.

ARTICLE 3 – PERFORMANCE OF THE SERVICES

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

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

SAMPLE

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

3.4 FORCE MAJEURE: Except as otherwise provided herein, neither Vendor nor VRT shall be liable to the other for any delay or failure of performance of any provisions herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term "force majeure," as used herein shall mean without limitation: acts of God, such as pandemic; lightning; earthquake; fire; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

ARTICLE 4 – COSTS, BILLINGS, AND OTHER SUPPORT

4.1 It is agreed to and understood by the parties hereto that, subject to any modifications to this Agreement, Vendor will invoice VRT according to the Vendor's Price Proposal attached as Exhibit B in this agreement. Further, the cost principals of 2 C.F.R. Part 200, Subpart E shall apply to the calculation and determination of allowable costs to be paid to Vendor or reimbursed to Vendor. The awarded vendor will be paid in US Dollars and can expect payment within 30 days after receipt of invoice.

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

ARTICLE 5 – INDEPENDENT VENDOR

5.1 In the performance of all services hereunder:

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

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

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

SAMPLE

ARTICLE 6 - INDEMNIFICATION

6.1 Vendor shall indemnify, defend, and hold harmless VRT, its members, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, suites, administrative proceedings, and expenses, including attorney fees and costs, resulting from: (1) the performance of services under this Agreement by Vendor or any agent, employee, or sub-vendor of Vendor; (2) Vendor's breach of this Agreement; or (3) any errors or omissions of Vendor or any agent, employee, or sub-vendor of Vendor.

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

ARTICLE 7 PROPRIETARY INFORMATION

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

ARTICLE 8 DISCLOSURE

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

ARTICLE 9 – GOVERNING LAW

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

ARTICLE 10 – ASSIGNMENT/PIGGYBACKING

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

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

ARTICLE 11 – TERM

11.1 This Agreement shall become effective upon the date first herein above written and

SAMPLE

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

ARTICLE 12 – AGREEMENT MODIFICATION

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

ARTICLE 13 - DEFAULT

13.1 VRT may, by written notice of default to Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Vendor fails to perform the services within the time specified herein or any extension thereof; or (b) if Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such default or commence curing the same within a period of ten days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure.

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

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

ARTICLE 14 – NON-WAIVER OF RIGHTS

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

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ARTICLE 15 - TERMINATION

15.1 VRT may terminate this Agreement without cause, in whole or in part, for VRT's convenience or because of the failure of Vendor to fulfill its obligations under this Agreement. If VRT terminates this Agreement, VRT shall deliver to Vendor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. If the termination is for the convenience of VRT, VRT may make an equitable adjustment in the payment for the services provided but shall not allow anticipated profit on unperformed services. If the termination is for failure of Vendor to fulfill this Agreement obligations, as set forth below, VRT may complete the work by contact or otherwise and Vendor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Vendor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VRT.

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

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

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

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

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

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

ARTICLE 16 – ENTIRE AGREEMENT

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

ARTICLE 17 – DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS

17.1 It is the policy of VRT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations

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published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of VRT to:

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

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

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

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

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

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

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

17.3.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and requiring all sub-vendors to take the affirmative steps above. (2 C.F.R § 200.321)

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

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

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

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

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

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

ARTICLE 18 – FEDERAL CONTRACTING REQUIREMENTS

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

18.2 **Incorporation of Federal Transit Administration ("FTA") Terms**. The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as revised, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Vendor shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

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

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

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

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

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

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

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

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

18.4.2.4 Vendor also agrees to include these requirements in

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each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

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

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

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

18.6 No Obligation by the Federal Government.

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

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

18.7 Federal Privacy Act Requirements.

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

18.7.2 Vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part

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with Federal assistance provided by FTA.

18.8 Records Disclosure.

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

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

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

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

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

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

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

18.10 Breaches and Dispute Resolution.

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

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

18.10.3 Claims for Damages. Should either party to this Agreement suffer

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

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

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

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

18.11 Fly America.

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

18.12 Water Pollution.

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

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

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

18.13 Clean Air Act.

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

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

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

18.14 Lobbying Limitations and Certification.

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

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

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

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

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

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

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

18.15 Contracts Involving Experimental, Development, Or Research Work

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

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

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

18.15.1.2 Unless FTA determines otherwise, the Vendor performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Agreement, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

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

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

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

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

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

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

18.15.2.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), VRT and Vendor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

18.16 Debarment and Non procurement

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

18.16.1.1 Debarred from participation in any federally assisted Award;
18.16.1.2 Suspended from participation in any federally assisted Award;
18.16.1.3 Proposed for debarment from participation in any federally

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assisted Award;

18.16.1.4 Declared ineligible to participate in any federally assisted Award;

18.16.1.5 Voluntarily excluded from participation in any federally assisted Award; or

18.16.1.6 Disqualified from participation in ay federally assisted Award.

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

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

18.18 Employee Protections.

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

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

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

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United States." Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

18.18.4 If Vendor's performance of this Agreement involves the employment of mechanics or laborers and the value of this Agreement is in excess of $100,000,. Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Vendor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, Vendor and any sub-vendor responsible therefor shall be liable for the unpaid wages. In addition, Vendor and sub-vendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

18.19 Recovered Materials

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

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

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

18.20.1 To the extent practicable, Vendor agrees that it:

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

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

18.20.2 Vendor also assures that its sub-vendor will:

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

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

18.20 Insurance and Bonding Requirements.

18.21.1 Required Insurance Coverage: Vendor shall procure, maintain, and keep in force, at Vendor's expense, the Insurance Coverage as required below and shall cause VRT to be a named insured on all policies (except professional liability). Vendor shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Vendor shall have and maintain, at Vendor's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than $500,000 each occurrence and $1,000,000 in the aggregate.

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

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

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

18.22 Seismic Safety. The vendor agrees that any new building or addition to an existing

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

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

18.23 Safe Operation of Motor Vehicles.

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

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

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

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

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

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

18.26.1 Procure or obtain;

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

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

18.26.3.1 For the purpose of public safety, security of government facilities,

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

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

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

18.27 Trafficking in Persons.

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

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

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

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

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

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

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

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

18.27.2.5 *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

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

18.27.3 *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures

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that its Subrecipients will:

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

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

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

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

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

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

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

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

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

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

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

18.27.4.2.2 Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

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

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

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

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

18.27.5 *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. §

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7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

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

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

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

18.28 Federal Tax Liability and Recent Felony Convictions.

18.28.1 *Transactions Prohibited.*

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

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

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

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

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

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[

Signature page to follow]

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

VENDOR: (VENDOR NAME)

Date: ______________________________ By: ______________________________

Vendor Signature

____

Address

____

City/State/ZIP Code

____

Federal Employer #SS#

DUNS # ______________________________

VRT: VALLEY REGIONAL TRANSIT

Date: ______________________________ By: ______________________________

Elaine Clegg, Chief Executive Officer

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