



valleyregionaltransit

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

RFQ Number	RFQ REG-BASE-25-11
RFQ Title ("Project")	ADA Eligibility Evaluation Service
Item Description	Valley Regional Transit (VRT) is seeking quotes from qualified and experienced respondents (individuals or firms) to establish a "Service Agreement." The services described by the Agreement and this RFQ will provide "Americans with Disabilities Act (ADA) Eligibility Evaluation Services" reviewing access eligibility of our current riders (individuals with disabilities) and new applicants (individuals with disabilities) to ensure only qualified passengers use the service and are more fully described in Exhibit A.
Term	The successful Offeror shall provide the services as described herein for an initial term of three (3) years commencing on approximately March 1, 2026, and expiring on February 28, 2029, with an option to renew upon mutual agreement of both parties under the same terms and conditions for two (2) additional one-year terms.
Deadline for Submittal	Quotes Due: January 22, 2026, 2024 4:00 p.m. Mountain Time
Direct Inquiries and Send Submittals to	Kevin Womack, Procurement/Contract Specialist, procurement@ridevrt.org 208.258.2737
Format of Submittals	<ol style="list-style-type: none">Electronic submittals in PDF format must be received by VRT by the date and time in the "Deadline for Submittals" section above. No exceptions.<ol style="list-style-type: none">Total page limit is 7 single sided pages. The Coversheet, Introductory letter and resumes will not count toward the 7-page limit. The page limit shall not include the Offeror's Price Quote exhibit (see Exhibit B to this RFQ) and the acknowledgments/certifications pages required by Sections 11-16 below.Front and back cover pages are acceptable and do NOT count in the submittal. Cover pages shall only identify the RFQ, the Offeror's name, and Project. <p>Send electronic submittals to Kevin Womack, Procurement/Contract Specialist: procurement@ridevrt.org</p> <ol style="list-style-type: none">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: <ul style="list-style-type: none">• 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.
RFQ 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: _____

**REQUEST FOR QUOTE REG-BASE-25-11
ADA ELIGIBILITY EVALUATION SERVICE**

Activity	Timeline
RFQ Issue Date	December 10, 2025
Questions Due	January 8, 2026, 4:00 p.m. Mountain Time
Quotes Due	January 22, 2026, 4:00 p.m. Mountain Time
Submittal Review and Selection	January 23 – February 13, 2026
Notification of Intent to Award	February 17, 2026
Notice to Proceed	March 1, 2026

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. EXHIBITS TO RFQ

The following Exhibits are included with this RFQ:

Exhibit A – Statement of Work

Exhibit B – Price Quote

Exhibit C – Submittal Requirements

Exhibit D – Evaluation Criteria

Exhibit E – Sample Service Agreement

3. RESTRICTION OF CONTROL

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

4. PROCUREMENT QUESTIONS

Prospective Offerors are encouraged to submit questions concerning the RFQ in writing no later than 4:00 p.m., January 8, 2026. Questions concerning this RFQ are to be submitted via email to

Kevin Womack at procurement@ridevrt.org with “RFQ REG-BASE-25-11” 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 RFQ 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 RFQ or formally issued as an addendum by VRT. VRT does not consider questions to be a protest of the requirements or of the solicitation.

5. QUOTE CONDITIONS

Quotes must be received via email by 4:00 p.m. on January 22, 2026. Each Offeror shall submit to VRT the information and forms required, which forms and information shall become the property of VRT and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of quotes.

Data contained in the submittal and all documentation provided therein becomes property of VRT and the data becomes public information. If a Offeror wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of “trade secret” contained within the Idaho Public Records Act, Idaho Code § 74-101 et seq. All “trade secret” information a Offeror wishes VRT to withhold must be clearly marked “Trade Secret,” with each page of such information being clearly marked. Failure to mark such information as “Trade Secret” shall deem such information open to public inspection. Should VRT be challenged in court by a third party for a decision to withhold or redact information so identified by Offeror, Offeror agrees, by submitting its quote or 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 RFQ. In that regard, Offeror agrees that it will keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT.

6. SIGNATURES REQUIRED

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

7. GENERAL EXPECTATIONS

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

Contractors can submit a proposal without being registered with the State of Idaho, however it is mandatory the selected contractor(s) be registered with the State of Idaho before any agreement is signed.

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 RFQ. See Section 11 below.

8. SUBMITTAL REQUIREMENTS – See Exhibit C.

9. EVALUATION CRITERIA AND AWARD OF CONTRACT

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

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

10. SPECIAL TERMS AND CONDITIONS OF RFQ

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

- C. **SUBCONTRACTING:** VRT does not prohibit an Offeror from subcontracting any portion of the work or services under this agreement or to enter into joint ventures provided that the Offeror assumes the following responsibilities: (1) serves as the sole point of contact from Offeror with VRT; (2) assumes full responsibility for the performance of all services or work under the Services Agreement regardless of whether performed by Offeror, its sub-vendors, joint venture partners or other agents; (3) submits information with its quote documenting the financial standing and business history of each sub-vendor or joint venture partner; and (4) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item “(5)” must (a) make VRT a third-party beneficiary thereunder; (b) grant to VRT the right to receive notice of and cure any default by the successful Offeror under the document; and (c) pass through to VRT any and all warranties and indemnities provided or offered by the sub-vendor or similar party.
- D. **OFFEROR** will be required to demonstrate their proposed solutions “proof of concept.” The “proof of concept” must be demonstrated to a satisfactory level as determined by VRT whereby all features and functions of the Offeror’s proposed solution is demonstrated prior to contract award.
- E. **PROTEST OF OFFEROR SELECTION OR CONTRACT AWARD:** If any participating Offeror objects to such award, said Offeror shall respond in writing to the notice from VRT within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, VRT shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. Idaho Code § 67-2806 (2)(j).
- F. **VALLEY REGIONAL TRANSIT PREROGATIVE:** VRT reserves the right to contract with any single firm or joint venture responding to this RFQ (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFQ 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 quotes or in submission of a contract. VRT reserves and holds at its discretion the following rights and options in addition to any others provided by VRT: (1) to reject any or all of the bids or quotes; (2) to issue subsequent requests for bids or quotes; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or quotes received; (5) to enter into a contract with any combination of one or more prime vendors, sub-vendors, or service providers; (6) to approve or disapprove the use of proposed sub-vendors and substitute sub-vendors; and (7) to negotiate with any, all, or none of the respondents to the RFQ.
- G. **NONDISCRIMINATION:** VRT will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.
- H. **ALTERATION OF QUOTE DOCUMENT:** Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your quote.
- I. **OFFEROR RESPONSE, No Additional Terms and Conditions:** VRT will not consider or allow any additional contractual terms, conditions, modifications or other changes to the contract attached hereto as Exhibit E.

- J. EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Exhibit E below "Services Contract," Section 18.21.1 and, as applicable, Section 18.21.2) must be received at VRT's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by VRT. In the event the apparently successful Offeror does not submit any or all of the aforementioned documents on or before the required deadline, VRT may award the contract to another Offeror; in such event, VRT shall have no liability and said party shall have no remedy of any kind against VRT.
- K. CONTRACT ADMINISTRATION: Kevin Womack at VRT shall assist in the central administration for this contract: 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2737.

11. OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

ADDENDA	DATE
1.	
2.	
3.	
4.	

GENERAL INFORMATION OF OFFEROR

Legal Name of Company: _____

The undersigned certifies as follows:

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

DBE ____ Corporation ____ Other, identify: _____

Idaho Resident Bidder? ____ Yes ____ No

Federal Tax I.D. Number: _____

DUNS Number: _____

Required licenses and numbers: _____

Firm's Address: _____

Firms Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Project Manager and Title if different from Contact Person: _____

Name: Title _____

Contact Phone: _____ Contact e-mail: _____

Address where correspondence should be sent:

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

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

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

Company Name: _____

By: _____

Title: _____

12. REQUIRED REFERENCES

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

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

OFFERORS (Company) Name: _____

REQUIRED REFERENCES

1. Company Name:

Address:

Contact Name:

Contact Phone:

Email:

2. Company Name:

Address:

Contact Name:

Contact Phone:

Email:

3. Company Name:

Address:

Contact Name:

Contact Phone:

Email:

13. CERTIFICATIONS & AFFIDAVIT

Offeror to complete as indicated below:

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a 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 contract 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 REQUIREMENTS

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

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts - Applicable to all contracts.

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

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

No Obligation by the Federal Government –

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

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

(031 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts –

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

assistance originally awarded by FTA under the authority of 49 U.S.C. §§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §§ 1001 and 49 U.S.C. §§ 5307(n)(1) on the Offeror, to the extent the Federal Government deems appropriate.

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

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

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

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

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

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

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

improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Offeror shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Offeror agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Offeror agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontract.

D. FEDERAL CHANGES

(49 CFR Part 18)

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

- E. EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials):** In connection with the execution of this Contract, the Offeror shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Offeror shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Offeror further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- F. TITLE VI CIVIL RIGHTS ACT OF 1964:** (The following requirements apply to the underlying contract)

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

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

G. TERMINATION PROVISIONS

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

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

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

2. If it is later determined by VRT that the Offeror had an excusable reason for not performing,

such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Offeror, VRT, after setting up a new delivery of performance schedule, may allow the Offeror to continue work, or treat the termination as a termination for convenience.

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

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

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

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

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

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

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

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

The Offeror shall not perform any act, fail to perform any act, or refuse to comply with any VRT requests which would cause VRT to be in violation of the FTA terms and conditions.

PRIVACY ACT 5 U.S.C. 552

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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

J. AMERICANS WITH DISABILITIES ACT (ADA)

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

K. DISPUTES

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

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose act he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

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

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

O. Telecommunications and Video Surveillance Services and Equipment.

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

(1) Procure or obtain;

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

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

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

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

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

P. Trafficking in Persons.

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

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

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

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

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

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through

the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
 - (iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:
- (i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
 - (ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

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

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.
- (4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:
- (i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - (A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
 - (B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
 - (C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

- (ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
 - (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee’s conduct is either:
 - a. Associated with the performance of the Recipient’s Underlying Agreement; or
 - b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - i. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; or
 - ii. U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.
- (5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder; or
 - (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance,

“Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200.

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

Q. Federal Tax Liability and Recent Felony Convictions.

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

FTA REQUIREMENTS

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

Company Name: _____

By: _____

Title: _____

EXHIBIT A

STATEMENT OF OBJECTIVE ADA ELIGIBILITY EVALUATION SERVICE

Statement of Objective: As the Authority over fixed route public transit in Ada County and Canyon County, Idaho, VRT, is required by the Americans with Disabilities Act (ADA) to provide complementary paratransit service for persons with disabilities who are unable to use the fixed route bus service. VRT has an established process that certifies persons with disabilities who may qualify for the program. We continuously review ADA Paratransit eligibility of our current riders and new applicants to ensure only qualified passengers use the service; the service is very costly to provide. Since the service begins and ends with eligibility, it is essential that the process continues to be implemented in a professional, sensitive, and efficient manner.

Background – 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 that 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 also offers reduced fares for seniors, youth and persons with disabilities. VRT may contract for services with public and private entities to carry out the purposes of Idaho Code §40-2109(4).

Purpose – VRT requests proposers to provide evaluation services in accordance with the following scope of work.

Location – Where is the project address or location?

- VRT Administrative Office (Meridian) located at 700 NE 2nd Street, Suite 100, Meridian, Idaho 83642

Scope of Work – VRT requests proposers to provide evaluation services in accordance with the following scope of work. VRT requires the services of a professional to perform functional assessments in accordance with ADA and Agency criteria. The desirable applicant shall possess expertise in the assessment of orthopedic, medical, cognitive, visual, and accompanying functional physical limitations. The primary responsibility of this evaluator is to test individuals with disabilities and complete an assessment form regarding their functional ability to access and use public transportation service based on ADA criteria. Of particular importance is the ability to make assessments about applicants' functional ability to board, disembark, and access bus stops or transit centers in accordance with ADA criteria. Experience providing evaluations within regulatory parameters for state or federal entities is preferred. Familiarity with a wide range of

medical conditions/disabilities and their impact on functional capabilities is also required. VRT will provide all the necessary background and consultation on ADA mandates when needed.

A. CERTIFICATION PROCESS

VRT Responsibilities

- Develop and/or approve ADA paratransit eligibility policies and procedures.
- In coordination with Contractor, develop and/or approve applications for paratransit service, professional verification forms, functional assessment requirements, and appeal procedures.
- Respond to telephone, email, and fax inquiries from potential applicants for ADA paratransit eligibility.

Contractor Responsibilities

- Conduct physical/cognitive/visual capacity testing and other study as required to make assessments about functional abilities to access and utilize public transportation.
- Conduct all matters of business as required to evaluate selected individuals.
- Request and procure any necessary background information from other sources in advance of assessment.
- Review and interpret the application and supplemental information provided in advance of assessment.
- Maintain documentation in accordance with applicable laws.
- Interpret results of diagnostic tests and complete an assessment form regarding the individual's functional ability based on ADA and agency standards within five (5) working days of the evaluation.
- Provide a clear and concise written summary of evaluation results to VRT, with rationales backed by Contractor's findings.
- Provide and send all eligibility notifications and denials, on VRT letterhead, within 48 hours of determination.
- Perform a quality assurance review on all completed verification forms, which includes a review of the original determination and a follow up with the applicant or professional who completed the verification form.
- Once application process is completed, ensure that all actions are completed within 21-days, as required by the Federal Transit Administration.
- Schedule functional assessment with a healthcare professional for any denied applicant that appeals the determination. Contractor will schedule in-person meeting with denied applicant or their chosen representative to present any additional documentation. Following assessment, Contractor will make a final determination and notify applicant within 60 days.
- Testify in court or in other legal proceedings, as mandated. VRT will provide a copy of all pertinent applicant records to the Contractor in the event of a legal proceeding.
- Consult with VRT or other professional providers in advance of assessment, as needed, to fulfill the obligation of this contract. Receiving information in advance of an assessment or hearing allows discussion by all parties during the process.
- Appointments cancelled three (3) working days prior to the scheduled time shall be considered adequate notice for cancellation of appointment and will not incur any fees.
- Provide interpretation of assessments provided by other medical providers, as needed.

Obtaining an Application

Individuals who are interested in becoming eligible to utilize VRT's ADA complementary ADA Paratransit and Beyond Access services are required to complete an application form, which includes a professional verification form. A person must be able to request an application for eligibility determination by telephoning or faxing the Contractor and having an application sent via mail, or the individual may apply via an on-line application. See Exhibit A for a copy of VRT's current ADA Paratransit Eligibility and Exhibit B for a copy of VRT's current Healthcare Professional Verification forms.

Submission of Application

Contractor will be responsible for assisting potential applicants in completing the application process. Applicants will submit their completed applications to the Contractor on-line, by fax or via mail. The information will be reviewed by the Contractor's staff for completeness. Contractor will notify the applicant of any missing or incomplete information and provide support to applicants in order to complete the forms correctly.

Assessment

Once a completed application and professional verification form have been received, the Contractor will review the information submitted and complete a functional assessment.

Determination of ADA Paratransit Eligibility

Applicants will be determined ADA paratransit eligible in one of the following three categories:

Unconditional: An individual who cannot use the fixed route bus system on a regular basis under any conditions.

Conditional: An individual who may use the fixed route for certain trips but not others or under certain environmental conditions and not others may be eligible on a trip-by-trip basis. An individual who has strength and endurance issues, good days and bad days that may use the fixed route bus system on good days, but not on a bad day may be eligible on a conditional basis.

Temporary: An individual who, for a limited period of time, cannot independently use the fixed route bus system either due to a temporary disability or where the applicant has an identified treatment plan expected to increase their functional mobility within a short period of time.

An individual who does not reside in VRT's jurisdictional service area, who presents documentation from their home jurisdictions' paratransit system, or proof of residence somewhere else and acceptable proof of the disability, will be eligible to use paratransit services for up to 21 days in a calendar year without needing local eligibility. If the usage is to last longer than 21 days, the contractor will assist the individual in completing the requirements for ADA Paratransit eligibility.

Mailing of Determination Letters to Applicants

If certified, Contractor will mail the applicant a personalized letter with eligibility status, along with a Brochure, no later than 21 days from receipt of all completed forms. If the applicant is determined ineligible, Contractor will mail a personalized denial letter to the applicant with an explanation of the reason for denial and an explanation of the right to appeal.

B. REPORTING AND PROCESSES

1. All reports must be kept confidential with the exception of VRT staff and as legally required under HIPPA and Idaho regulations. Reporting must be available electronically in a format that allows the data to be manipulated by the Microsoft Office suite of tools.

Contractor will be required to submit, by the 10th day of each month, an invoice and monthly printed reports from the previous month including but not limited to:

- A. Completed applications, by client name, during the month including eligibility status and specifying either recertification or new
- B. Number of applications in process and names of applicants
- C. Eligibility by Disability report for a specified date range
- D. Other appropriate reports as requested

2. The Contractor will provide certification records to VRT with the following information:

- A. Unique Customer ID #
- B. Type of application, such as new or recertification
- C. Category of disability
- D. Name, mailing address, home address, daytime phone, evening phone, email, and TTD
- E. Date of birth and gender

F. Certification dates: Start date and expiration date

G. Eligibility type

H. PCA eligibility status

I. Barriers and restricted destinations

J. Mobility device type, size and weight if applicable

K. Emergency contact information

L. Service Animal – if applicable

Pending files will be maintained by the Contractor. VRT will be responsible for entering customer information into VRT's software database.

3. Documentation of Eligibility Determination:

The Contractor shall fully document the processing of each application, the assessment findings, and determination of eligibility, conditions of eligibility, or ineligibility for ADA Paratransit services. All documentation will be written or typed so it can be read easily and understood by VRT staff and applicants. Contractor shall be responsible for:

A. Completed Evaluation

Contractor shall be responsible for completing an evaluation for each application processed and/or assessed. Each completed evaluation shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation.

B. Determination Letters

(1) The Contractor shall be responsible for the preparation of letters of determination to be sent to each applicant notifying them of the determination made on their application for ADA paratransit eligibility. VRT shall work with the Contractor to determine the format and text for the determination letters to be prepared by the Contractor and sent to each applicant.

(2) It should be noted that all correspondence prepared by Contractor on behalf of VRT and information materials shall be approved by VRT prior to use.

4. Customer Comments/Complaints

A. All applicants and other individuals contacting the Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to the VRT Help Desk at (208) 345-7433.

B. Comments received by VRT Help Desk will be tracked and forwarded to the Contractor for investigation and response. Customer comment responses must be submitted to VRT's Operations Director in writing, within five business days.

C. ADDITIONAL RESPONSIBILITIES

1. Establish a method of accurately and efficiently transferring existing client data from VRT's software database to Contractor's data system.
2. Work with VRT to establish overall certification procedures that conforms to federal ADA requirements. These procedures should allow the Contractor to accept qualified applicants under ADA guidelines, while denying certification to those who do not meet the criteria. It is reasonable to expect denials. VRT may require explanations for any denied applicant.
3. Make any revision or enhancements to VRT client certification application, forms, or letters (subject to VRT's approval) for improved clarity and ease of use.
4. Assist clients with all certification forms.
5. Process new and certification renewals consistent with the above stated procedures.
6. Establish procedure for the transfer of information to VRT no less than two (2) times per week. Any approvals at 17 days or greater shall be transferred immediately after completion.
7. Establish methods to secure, back up, and store confidential customer data.
8. Submit documented billings for services and required reporting on a monthly basis.

9. With Notification of Certification, mail copies of the Brochure and any other informational notices or rider alerts supplied by VRT.
10. Testify in hearings or court if required by the courts or VRT.
11. Provide policies, procedures, work samples, and communications with VRT as requested by government entities or VRT for audits.
12. In addition to ADA eligibility, VRT may request services to verify rider eligibility for reduce fares. Reduced fare categories include age (youth and senior), and disability or Medicare card holders.

D. VRT's OVERSIGHT AND MANAGEMENT

Contractor performance and day-to-day oversight of Contractor will be conducted by the VRT Operations Director or her/his designee.

E. CHANGES TO CERTIFICATION PROCESS

During the term of this Agreement, including any extensions thereof, VRT may choose to implement changes to the ADA paratransit certification processes or forms described herein for the benefit of VRT and its ADA program. In such event, VRT shall provide Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof. The Contractor will make all necessary modifications and adjustments subject to VRT's final approval.

F. ADA CERTIFICATION SERVICE REQUIREMENTS

The following pages describe the requirements for staffing, training, facilities, equipment, processing applications, reporting, and Contractor performance standards.

1. Staff Requirements

Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. Contractor shall provide training of qualified staff, capable of performing all assessment activities under the supervision of a medical professional, including but not limited to a licensed physical therapist, occupational therapist, ophthalmologist, MD or certified independent living counselor. The following

management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by VRT. Contractor shall submit a resume to VRT for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

A. Project Manager

- (1) The Project Manager will be the person in charge of all management and day-to-day operations of the Contractor on behalf of VRT. The Project Manager must maintain consistent and sufficient contact and communications with VRT. VRT intends that this communication shall establish a working partnership to ensure VRT's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of VRT, FTA, and the Contractor.
- (2) Project Manager will demonstrate, by decision and action, competency in all aspects of VRT's ADA eligibility certification process. The Project Manager must be knowledgeable of ADA rules, regulations, and compliance regarding eligibility and certification. The Project Manager will function as line supervisor of all Contractor staff assigned to VRT's project. The responsibilities of the Project Manager include, but are not limited to:
 - a. Ensure the availability of a responsible individual with decision-making authority by phone or in person during the hours of 8:00 am to 5:00 p.m. (MST), Monday through Friday excluding VRT holidays.
 - b. Recruit, select, hire, and train appropriate staff to satisfy the requirements of this Scope of Work.
 - c. Assign personnel to perform the tasks specified in this Scope of Work.
 - d. Administer the eligibility certification process, including the review of applications, functional assessments, in-person functional assessments following an appeal, preparation of correspondence to applicants, documentation of certification findings and the basis for recommended determinations.
 - e. Attend meetings as VRT may require, at VRT's discretion either in person or through electronic means, including, but not limited to, a biannual meeting or meetings "as needed" with VRT's ADA supervisory and operations staff.
 - f. Prepare and submit Contractor's monthly invoice for certification services.

g. Prepare and submit regular monthly reports as defined by VRT and other reports as may be required by VRT.

h. Work with VRT staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

B. Certification Staff

Contractor shall recruit, hire, train, and employ such qualified staff or sub-contractor as needed to meet the requirements specified herein for the administration and conduct of VRT's ADA eligibility certification process. Personnel assigned to administer and conduct VRT's certification process shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

(1) Related experience with regard to the functional assessment of persons with disabilities along with experience working with persons with disabilities.

(2) Supervisory experience as appropriate to their job assignments.

(3) Familiarity with VRT's public transit system, ADA paratransit services, and the functional abilities needed to use these public transportation services.

(4) Familiarity with VRT's fixed route system, system map, bus stop locations, ADA Paratransit service area and environment. Staff must maintain a working knowledge of VRT's operational policies.

(5) Ability to work well with persons with disabilities.

(6) Excellent written and oral communications skills.

(7) Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility found in the ADA Regulations in 49 CFR Part 37, Section 37.123.

- (8) Thorough familiarity with VRT's ADA current paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county laws, and VRT's requirements and policies.

C. Staffing Policies

Assign Contractor Staff to VRT eligibility program to promote coordination between VRT and Contractor. Certification services for VRT shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to VRT in writing.

D. Removal of Employees

VRT may require that any Contractor employee assigned to provide services under this Agreement be removed from work on VRT's project for cause. VRT may require immediate removal if, in its determination, it is warranted by the circumstances.

- (1) VRT will notify the Contractor's Project Manager, in writing, of any employee determined to be unsuitable for assignment to VRT's project and shall provide documentation as to the basis for this determination. Unless VRT is requiring immediate removal, Contractor shall, at its sole discretion, either propose to replace the employee or present to VRT a plan for correcting the employee's performance deficiencies within a 30-day period thereafter the Contractor shall immediately replace the employee.

E. Language

Contractor must have a plan in place to process applications submitted in both English and Spanish and to provide translation services for Spanish-speaking applicants and hearing-impaired persons who use sign language. If an applicant speaks a different language, the Contractor must have a plan in place to serve those applicants.

2. Training of Certification Personnel

- A. All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, Americans with Disabilities Act, and eligibility certification requirements as stated under Section G. 1. B. Certification Staff. The Contractor's training program shall be reviewed and approved by VRT staff prior to implementation.

B. Prior to assignment to VRT's project, each employee shall receive, at a minimum, the following training which may be in person, via webinar or written documents:

- (1) Contractor's training program as described above.
- (2) VRT orientation on ADA Paratransit Program services, policies, and procedures, to be provided by VRT staff.
- (3) VRT orientation on fixed-route services, policies, and procedures, to be provided by VRT staff.
- (4) Training in sensitivity issues regarding working with persons with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training to be provided by the Contractor. Proof of such training shall be documented and available for inspection by VRT.
- (5) Copies of the Handbook

G. COMMUNICATIONS SYSTEMS

The Contractor shall be responsible for providing, installing, and maintaining communications systems for support and conduct of the services described herein. At a minimum, these communications systems shall consist of:

1. Applicant Telephone Services

Toll-free voice telephone services shall be provided for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers. Contractor shall obtain, install, and maintain a phone number with sufficient telephone lines to result in callers being placed on hold no more than two (2) minutes before being able to speak to a staff member.

2. Telephone or equivalent accessibility for the deaf or hard of hearing. In addition to voice telephone services, the Contractor shall provide and maintain telephone accessibility to the hearing disabled during all normal hours of certification office operation.

3. Facsimile Machine

For the purpose of expedient transmission of reports, documents, and other communications between VRT and Contractor, Contractor will have available a plain paper facsimile (FAX) machine. This FAX machine will be installed and operational in the Contractor's office facility no later than one week prior to the start of services under this Agreement and shall be promptly repaired or replaced in the event of equipment failure so that FAX service is

reestablished within one business day. VRT and the Contractor shall mutually agree as to which documents must be faxed.

4. Computer Systems

Contractor shall provide any and all computer hardware and software necessary for the provision and support of services provided pursuant to this Agreement. Windows PC compatible software including Windows 10 operating system, Office 2016/365 suite, and Outlook for electronic mail. All documents, reports, and forms prepared for submission to VRT or for use in conjunction with the certification services provided pursuant to this Agreement shall be prepared with compatible hardware/software and shall be submitted in electronic form or via a hard copy if requested. Contractor shall provide all on-line applications in an accessible format for persons with visual disabilities.

H. RECERTIFICATION NOTIFICATION LETTERS

Contractor will be responsible for mailing out recertification letters 40 - 50 days prior to the applicant's expiration date. This letter will explain the recertification process as well as the applicant's need to update his/her subscription service prior to the expiration date to ensure continuation of service without interruption.

I. ADA ELIGIBILITY APPLICATION PROCESSING

Contractor shall be responsible for processing of applications to determine and make recommendations on each applicant's eligibility in accordance with the Americans with Disabilities Act and VRT policy. Contractor shall develop, implement, and follow procedures to accomplish the processing of certification applications, including, but not limited to:

1. Eligibility Determination

The determination of eligibility shall be based on the applicant's functional abilities to independently utilize public fixed route transit services as indicated by review of the information provided in the application and in-person functional assessments (in the event of appeal). Determinations shall be made by professionals with information about the applicant's disability. It is expected the Contractor will follow a process generally as follows:

A. Application Review for Completeness

The Contractor will review all applications to determine completeness. If the application is not complete, the Contractor may contact the applicant to obtain missing information, or return the application if a substantial portion of the application is incomplete. The application will be returned in all cases when the application is not signed by the applicant and/or guardian.

Contractor shall attempt to contact applicants by telephone or TTY, a minimum of three (3) occasions, on different days and at different times of day and will leave an appropriate message on the applicant's voice mail. Each attempt shall be noted on the application as to day and time. If the Contractor has been unsuccessful in contacting the applicant after three attempts, Contractor staff shall attempt to contact the applicant through the "Emergency Contact" indicated on the application. If the Contractor is unsuccessful in contacting the Emergency Contact or, after a period of five (5) days from such contact, the applicant has not made contact with the Contractor; the Contractor shall prepare and mail an Ineligible letter to the applicant. If, by a date ten (10) business days from the date of the ineligible letter, the applicant has not contacted the Contractor, that application shall be marked as "Ineligible/Withdrawn".

B. Functional Assessment

Utilizing the completed Application and Healthcare Professional Verification Form,

Professionals familiar with the applicant's disability will complete a functional assessment of the applicant utilizing the application and professional verification form. The applicant will be determined to be unconditionally eligible, conditionally eligible, or ineligible.

C. Appeal Process:

The Applicant has the right to appeal an eligibility determination for ADA Paratransit service or other decisions made by the Contractor pertaining to ADA Paratransit services should the applicant disagree with a determination. A written request for an Appeal is to be filed with the Contractor within thirty (30) days from date of receipt of their eligibility determination letter or any other action of the Contractor's representative that affects a consumer's access to the paratransit services. The Appeal information is provided in all determination letters in addition to contact information should the applicant have questions regarding the Appeal process.

The Appeal request is reviewed upon receipt by the Contractor. The Appeal request will be scheduled thirty (30) days from the date of receipt by the Contractor. If a response to the Appeal has not been provided within the thirty (30) days, the Appellant will receive a temporary eligibility letter granting the Appellant temporary unconditional eligibility for ADA Paratransit Service until an Appeal decision is determined as stated in 49 CFR Subtitle A, §37.

In the event a customer files an appeal following the Contractor's paratransit eligibility determination, the Contractor will conduct an in-person functional assessment within VRT's service area. The Contractor, if not local, must provide a locally trained professional evaluation team. The Contractor will work with VRT staff to schedule trips for the customer to the assessment facility. From the date the appeal is received by the Contractor, the assessment must be completed and all actions taken within 60 days.

An Administrative Review is conducted by a Contractor's management employee not involved in the initial decision. The initial decision is either confirmed or denied by the Contractor's management with a letter of the administrative review decision sent to the Appellant and VRT.

D. Appeal Hearing Process:

The Appellant has the right to request an Appeal Hearing with VRT'S Appeals Board should the Appellant disagree with the Administrative Review decision. A VRT Appeals Board is available for Hearings regarding contested ADA Paratransit eligibility determinations. The Operations Director will schedule the Appeal Hearing and provide Appellant's Eligibility documentation to the Appeal Board Members. Any additional documents from the Appellant must be submitted five (5) business days prior to the Hearing.

The Appeals Board is comprised of:

- A representative from the ADA Task Force,
- A VRT board member; and
- A designated VRT staff representative not involved in the eligibility determination.

The Appeal decision from the Appeals Board is mailed via certified mail to the Appellant.

The Appeals Board decision is considered final and all avenues for appeal are considered exhausted once the decision of the Appeal Board has been rendered.

3. Time Requirements for Processing

A. The ADA Regulations specify that: If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application. A completed application will be defined as an application that has been completely filled out by the applicant and a Professional Verification Form that has been completely filled out by the health care provider.

B. Documentation of Determination Timeliness: A clear process to document and monitor the number of days as described above shall be approved by VRT and implemented by the Contractor.

J. QUALIFICATIONS

Proposers must possess the following qualifications:

- Licensed to practice in Idaho State.

- Knowledge and experience working with the ADA and public accommodations.
- Ability to assess effort in the testing environment.
- Ability to make assessments about functional ability based on testing results as well as ADA criteria.
- Ability to work well with individuals who have a wide range of disabilities.
- Ability to test and identify the functional impact of disabilities in individuals.
- Ability to understand the impact of a wide range of disabilities and medical conditions on the functional ability of individuals to utilize public transportation.
- Experience in completing assessments for public entities.
- Ability to work through an interpreter or other method to communicate with individuals who do not speak English.

K. ADA ELIGIBILITY EXCERPTS

Sec. 37.121 Requirement for comparable complementary paratransit service.

(a) Except as provided in paragraph (c) of this section, each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

(b) To be deemed comparable to fixed route service, a complementary paratransit system shall meet the requirements of §§37.123-37.133 of this subpart. The requirement to comply with §37.131 may be modified in accordance with the provisions of this subpart relating to undue financial burden.

(c) Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Sec. 37.123 ADA paratransit eligibility: Standards.

(a) Public entities required by §37.121 of this subpart to provide complementary paratransit service shall provide the service to the ADA paratransit eligible individuals described in paragraph (e) of this section.

(b) If an individual meets the eligibility criteria of this section with respect to some trips but not others, the individual shall be ADA paratransit eligible only for those trips for which he or she meets the criteria.

(c) Individuals may be ADA paratransit eligible on the basis of a permanent or temporary disability.

(d) Public entities may provide complementary paratransit service to persons other than ADA paratransit eligible individuals. However, only the cost of service to ADA paratransit eligible individuals may be considered in a public entity's request for an undue financial burden waiver under §§37.151-37.155 of this part.

(e) The following individuals are ADA paratransit eligible:

(1) Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable individuals with disabilities.

(2) Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.

(i) An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location which the individual would use is one at which boarding or disembarking from the vehicle is precluded as provided in §37.167(g) of this part.

(ii) An individual using a common wheelchair is eligible under this paragraph if the individual's wheelchair cannot be accommodated on an existing vehicle (e.g., because the vehicle's lift does not meet the standards of part 38 of Title 49 of the Code of Federal Regulations), even if that vehicle is accessible to other individuals with disabilities and their mobility wheelchairs.

(iii) With respect to rail systems, an individual is eligible under this paragraph if the individual could use an accessible rail system, but—

(A) There is not yet one accessible car per train on the system; or

(B) Key stations have not yet been made accessible.

(3) Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

- (i) Only a specific impairment-related condition which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this paragraph.
- (ii) Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual's specific impairment-related condition may form a basis for eligibility under this paragraph, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location.

(f) Individuals accompanying an ADA paratransit eligible individual shall be provided service as follows:

(1) One other individual accompanying the ADA paratransit eligible individual shall be provided service—

(i) If the ADA paratransit eligible individual is traveling with a personal care attendant, the entity shall provide service to one other individual in addition to the attendant who is accompanying the eligible individual;

(ii) A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the family member or friend registered is acting in the capacity of a personal care attendant;

(2) Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals;

(3) In order to be considered as “accompanying” the eligible individual for purposes of this paragraph (f), the other individual(s) shall have the same origin and destination as the eligible individual.

Sec. 37.125 ADA paratransit eligibility: Process.

Each public entity required to provide complementary paratransit service by §37.121 of this part shall establish a process for determining ADA paratransit eligibility.

- (a) The process shall strictly limit ADA paratransit eligibility to individuals specified in §37.123 of this part.
- (b) All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request.
- (c) If, by a date 21 days following the submission of a complete application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application.
- (d) The entity's determination concerning eligibility shall be in writing. If the determination is that the individual is ineligible, the determination shall state the reasons for the finding.
- (e) The public entity shall provide documentation to each eligible individual stating that he or she is "ADA Paratransit Eligible." The documentation shall include the name of the eligible individual, the name of the transit provider, the telephone number of the entity's paratransit coordinator, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant.
- (f) The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals.
- (g) The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.
 - (1) The entity may require that an appeal be filed within 60 days of the denial of an individual's application.
 - (2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (*i.e.*, a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.
 - (3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.

(h) The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

(1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

(ii) Provide the individual an opportunity to be heard and to present information and arguments;

(iii) Provide the individual with written notification of the decision and the reasons for it.

(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.

(i) In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant.

§37.123 ADA Paratransit Eligibility – Standards General Provisions

This section sets forth the minimum requirements for eligibility for complementary paratransit service. All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards. The ADA does not prohibit providing paratransit service to anyone. Entities may provide service to additional persons as well. Since only service to ADA eligible persons is required by the rule, however, only the costs of this service can be counted in the context of a request for an undue financial burden waiver. When the rule says that ADA paratransit eligibility shall be strictly limited to persons in the eligible categories, then, it is not saying that entities are in any way precluded from serving other people. It is saying that the persons who must be provided service, and counting the costs of providing them service, in context of an undue burden waiver, are limited to the regulatory categories.

Temporary Disabilities

Eligibility may be based on a temporary as well as a permanent disability. The individual must meet one of the three eligibility criteria in any case, but can do so for a limited period of time. For example, if an individual breaks both legs and is in two casts for several weeks, becomes a wheelchair user for the duration, and the bus route that would normally take him to work is not accessible, the individual could be eligible under the second eligibility category. In granting eligibility to such a person, the entity should establish an expiration date for eligibility consistent with the expected end of the period disability.

Trip-by-Trip Eligibility

A person may be ADA paratransit eligible for some trips but not others. Eligibility does not inhere in the individual or his or her disability, as such, but in meeting the functional criteria of inability to use the fixed route system established by the ADA. This inability is likely to change with differing circumstances. For example, someone whose impairment-related condition is a severe sensitivity to temperatures below 20 degrees is not prevented from using fixed route transit when the temperature is 75 degrees. Someone whose impairment-related condition is an inability to maneuver a wheelchair through snow is not prevented from using fixed route transit when there is no snow on the ground. Someone with a cognitive disability may have learned to take the same bus route to a supported employment job every day. This individual is able to navigate the system for work purposes and therefore would not be eligible for paratransit for work trips. But the individual may be unable to get to other destinations on the bus system without getting lost, and would be eligible for paratransit for non-work trips. Someone who normally drives his own car to a rail system park and ride lot may have a specific impairment related condition preventing him from getting to the station when his car is in the shop. A person who can use accessible fixed route service can go to one destination on an accessible route; another destination would require the use of an inaccessible route. The individual would be eligible for the latter but not the former.

In many cases, though the person is eligible for some trips but not others, eligibility determinations would not have to be made literally on a trip-by-trip basis. It may often be possible to establish the conditions on eligibility as part of the initial eligibility determination process. Someone with temperature sensitivity might be granted seasonal eligibility.

Somebody who is able to navigate the system for work but not non-work trips could have this fact noted in his or her eligibility documentation. Likewise, someone with a variable condition (e.g., multiple sclerosis, HIV disease, need for kidney dialysis) could have their eligibility based on the underlying condition, with paratransit need for a particular trip dependent on self-assessment or a set of medical standards (e.g., trip within a certain amount of time after a dialysis session). On the other hand, persons in the second eligibility category (people who can use accessible fixed route

service where it exists) would be given service on the basis of the particular route they would use for a given trip.

Because entities are not precluded from providing service beyond that required by the rule, an entity that believes it is too difficult to administer a program of trip-by-trip eligibility is not required to do so. Nothing prevents an entity from providing all requested trips to a person whom the ADA requires to receive service for only some trips. In this case, if the entity intends to request an undue financial burden waiver, the entity, as provided in the undue burden provisions of this rule, must estimate, by a statistically valid technique, the percentage of its paratransit trips that are mandated by the ADA. Only that percentage of its total costs will be counted in considering the undue burden waiver request.

Category 1 Eligibility

The first eligibility category includes, among others, persons with mental or visual impairments who, as a result, cannot navigate the system. This eligibility category includes people who cannot board, ride, or disembark from an accessible vehicle without the assistance of another individual. This means that, if an individual needs an attendant to board, ride, or disembark from an accessible fixed route vehicle (including "navigating the system"), the individual is eligible for paratransit. One implication of this language is that an individual does not lose paratransit eligibility based on "inability to navigate the system" because the individual chooses to travel with a friend on the paratransit system (even if the friend could help the person navigate the fixed route system). Eligibility in this category is based on ability to board, ride, and disembark independently. Mobility training (e.g., of persons with mental or visual impairments) may help to improve the ability of persons to navigate the system or to get to a bus stop. Someone who is successfully mobility trained to use the fixed route system for all or some trips need not be provided paratransit service for those trips. The Department encourages entities to sponsor such training as a means of assisting individuals to use fixed route rather than paratransit.

Category 2 Eligibility

The second eligibility criterion is the broadest, with respect to persons with mobility impairments, but its impact should be reduced over time as transit systems become more accessible. This category applies to persons, who could use accessible fixed route transportation, but accessible transportation is not being used at the time, and on the route, the persons would travel. This concept is route based, not system based.

Speaking first of bus systems, if a person is traveling from Point A to Point B on route 1, and route 1 is accessible, the person is not eligible for paratransit for the trip. This is true even though other portions of the system are still inaccessible. If the person is traveling from Point A to Point C on

route 2, which is not accessible, the person is eligible for that trip. If the person is traveling from point A to Point B on accessible route 1, with a transfer at B to go on inaccessible route 3 to Point D, then the person is eligible for the second leg of the trip. (The entity could choose to provide a paratransit trip from A to D or a paratransit or on-call bus trip from B to D.)

For purposes of this standard, we view a route as accessible when all buses scheduled on the route are accessible. Otherwise, it is unlikely that an accessible vehicle could be provided "within a reasonable period of [a] time" when the individual wants to travel, as the provision requires. We recognize that some systems' operations may not be organized in a way that permits determining whether a given route is accessible, even though a route-by-route determination appears to be contemplated by the statute. In such cases, it may be that category 2 eligibility would persist until the entire system was eligible.

With respect to a rail system, an individual is eligible under this standard if, on the route or line he or she wants to use, there is not yet one car per train accessible or if key stations are not yet accessible. This eligibility remains even if bus systems covering the area served by the rail system have become 100 percent accessible. This is necessary because people use rail systems for different kinds of trips than bus systems. It would often take much more in the way of time, trouble, and transfers for a person to go on the buses of one or more transit authorities than to have a direct trip provided by the rail operator. Since bus route systems are often designed to feed rail systems rather than duplicate them, it may often be true that "you can't get there from here" relying entirely on bus routes or the paratransit service area that parallels them. If the lift on a vehicle cannot be deployed at a particular stop, an individual is eligible for paratransit under this category with respect to the service to the inaccessible stop. If on otherwise accessible route 1, an individual wants to travel from Point A to Point E, and the lift cannot be deployed at E, the individual is eligible for paratransit for the trip. (On-call bus would not work as a mode of providing this trip, since a bus lift will not deploy at the stop.) This is true even though service from Point A to all other points on the line is fully accessible. In this circumstance, the entity should probably think seriously about working with the local government involved to have the stop moved or made accessible.

When we say that a lift cannot be deployed, we mean literally that the mechanism will not work at the location to permit a wheelchair user or other person with a disability to disembark or that the lift will be damaged if it is used there. It is not consistent with the rule for a transit provider to declare a stop off-limits to someone who uses the lift while allowing other passengers to use the stop. However, if temporary conditions not under the operator's control (e.g., construction, an accident, a landslide) make it so hazardous for anyone to disembark that the stop is temporarily out of service for all passengers may the operator refuse to allow a passenger to disembark using the lift.

Category 3 Eligibility

The third eligibility criterion concerns individuals who have a specific impairment-related condition which prevents them from getting to or from a stop or station. As noted in the legislative history of the ADA, this is intended to be a "very narrow exception" to the general rule that difficulty in traveling to or from boarding or disembarking locations is not a basis for eligibility.

What is a specific impairment-related condition? The legislative history mentions four examples: chronic fatigue, blindness, a lack of cognitive ability to remember and follow directions, or a special sensitivity to temperature. Impaired mobility, severe communications disabilities (e.g., a combination of serious vision and hearing impairments), cardiopulmonary conditions, or various other serious health problems may have similar effects. The Department does not believe that it is appropriate, or even possible, to create an exhaustive list. What the rule uses as an eligibility criterion is not just the existence of a specific impairment-related condition. To be a basis for eligibility, the condition must prevent the individual from traveling to a boarding location or from a disembarking location. The word "prevent" is very important. For anyone, going to a bus stop and waiting for a bus is more difficult and less comfortable than waiting for a vehicle at one's home. This is likely to be all the more true for an individual with a disability. But for many persons with disabilities, in many circumstances, getting to a bus stop is possible. If an impairment related condition only makes the job of accessing transit more difficult than it might otherwise be, but does not prevent the travel, then the person is not eligible.

For example, in many areas, there are not yet curb cuts. A wheelchair user can often get around this problem by taking a less direct route to a destination than an ambulatory person would take. That involves more time, trouble, and effort than for someone without mobility impairment. But the person can still get to the bus stop. On the basis of these architectural barriers, the person would not be eligible.

Entities are cautioned that, particularly in cases involving lack of curb cuts and other architectural barrier problems, assertions of eligibility should be given tight scrutiny. Only if it is apparent from the facts of a particular case that an individual cannot find a reasonable alternative path to a location should eligibility be granted.

If we add a foot of snow to the scenario, then the same person taking the same route may be unable to get to the bus stop. If it is not the snow alone that stops him; it is the interaction of the snow and the fact that the individual has a specific-impairment related condition that requires him to push a wheelchair through the snow that prevents the travel.

Inevitably, some judgment is required to distinguish between situations in which travel is prevented and situations in which it is merely made more difficult. In the Department's view, a case of "prevented travel" can be made not only where travel is literally impossible (e.g., someone cannot find the bus stop, someone cannot push a wheelchair through the foot of snow or up a

steep hill) but also where the difficulties are so substantial that a reasonable person with the impairment-related condition in question would be deterred from making the trip.

The regulation makes the interaction between an impairment-related condition and the environmental barrier (whether distance, weather, terrain, or architectural barriers) the key to eligibility determinations. This is an individual determination. Depending on the specifics of their impairment-related conditions, one individual may be able to get from his home to a bus stop under a given set of conditions, while his next-door neighbor may not.

Companions

The ADA requires entities to provide paratransit to one person accompanying the eligible individual, with others served on a space- available basis. The one individual who is guaranteed space on the vehicle can be anyone –family member, business associate, friend, date, etc. The provider cannot limit the eligible individual's choice of type of companion. VRT may require that the eligible individual reserve a space for the companion when the individual reserves his or her own ride. This one individual rides even if this means that there is less room for other eligible individuals. Additional individuals beyond the first companion are carried only on a space available basis; that is, they do not displace other ADA paratransit eligible individuals.

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his or her personal needs) always may ride with the eligible individual. If there is a personal care attendant on the trip, the eligible individual may still bring a companion, plus additional companions on a space available basis. The entity may require that, in reserving the trip, the eligible individual reserve the space for the attendant.

To prevent potential abuse of this provision, the rule provides that a companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity. As noted under §37.125, a provider may require that, as part of the initial eligibility certification process, an individual indicate whether he or she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him or her would be regarded simply as a companion.

To be viewed as "accompanying" the eligible individual, a companion must have the same origin and destination points as the eligible individual. In appropriate circumstances, entities may also wish to provide service to a companion who has either an origin or destination, but not both, with the eligible individual (e.g., the individual's date is dropped off at her own residence on the return trip from a concert).

§37.125 ADA Paratransit Eligibility – Process

This section requires an eligibility process to be established by each operator of complementary paratransit. The details of the process are to be devised through the planning and public participation process of this Subpart. The process may not impose unreasonable administrative burdens on applicants, and, since it is part of the entity's nondiscrimination obligations, may not involve "user fees" or application fees to the applicant.

The process may include functional criteria related to the substantive eligibility criteria of §37.123 and, where appropriate, functional evaluation or testing of applicants. The substantive eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

The goal of the process is to ensure that only people who meet the regulatory criteria, strictly applied, are regarded as ADA paratransit eligible. The Department recognizes that transit entities may wish to provide service to other persons, which is not prohibited by this rule. However, the eligibility process should clearly distinguish those persons who are ADA eligible from those who are provided service on other grounds. For example, eligibility documentation must clearly state whether someone is ADA paratransit eligible or eligible on some other basis.

Often, people tend to think of paratransit exclusively in terms of people with mobility impairments. Under the ADA, this is not accurate. Persons with visual impairments may be eligible under either the first or third eligibility categories. To accommodate them, all documents concerning eligibility must be made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audio cassettes, and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use. There is no use giving a computer disk to someone who does not have a computer, for instance, or a Braille document to a person who does not read Braille.

When a person applies for eligibility, the entity will provide all the needed forms and instructions. These forms and instructions may include a declaration of whether the individual travels with a personal care attendant. The entity may make further inquiries concerning such a declaration (e.g., with respect to the individual's actual need for a personal care attendant).

When the application process is complete – all necessary actions by the applicant taken – the entity should process the application in 21 days. If it is unable to do so, it must begin to provide service to the applicant on the 22nd day, as if the application had been granted. Service may be terminated only if and when the entity denies the application. All determinations shall be in

writing; in the case of a denial, reasons must be specified. The reasons must specifically relate the evidence in the matter to the eligibility criteria of this rule and of the entity's process. A mere recital that the applicant can use fixed route transit is not sufficient.

For people granted eligibility, the documentation of eligibility shall include at least the following information:

- the individual's name
- the name of the transit provider
- the telephone number of the entity's paratransit coordinator
- an expiration date for eligibility
- any conditions or limitations on the individual's eligibility, including the use of a personal care attendant

The last point refers to the situation in which a person is eligible for some trips but not others or if the traveler is authorized to have a personal care attendant ride free of charge. For example, the documentation may say that the individual is eligible only when the temperature falls below a certain point, or when the individual is going to a destination not on an accessible bus route, or for non-work trips, etc.

As the mention of an expiration date implies, certification is not forever. The entity may recertify eligibility at reasonable intervals to make sure that changed circumstances have not invalidated or changed the individual's eligibility. In the Department's view, a reasonable interval for recertification is probably between one and three years. Less than one year would probably be too burdensome for consumers; over three years would begin to lose the point of doing recertification. The recertification interval should be stated in the entity's plan. Of course, a user of the service can apply to modify conditions on his or her eligibility at any time.

The administrative appeal process is intended to give applicants who have been denied eligibility the opportunity to have their cases heard by some official other than the one who turned them down in the first place. In order to have appropriate separation of functions – a key element of administrative due process – not only must the same person not decide the case on appeal, but that person, to the extent practicable, should not have been involved in the first decision (e.g., as a member of the same office, or a supervisor or subordinate of the original decision maker). When, as in the case of a small transit operator, this degree of separation is not feasible, the second decision maker should at least be "bubbled" with respect to the original decision (i.e., not have participated in the original decision or discussed it with the original decision maker). In addition, there must be an opportunity to be heard in person as well as the chance to present written evidence and arguments. All appeals decisions must be in writing, stating the reasons for the decision.

To prevent the filing of stale claims, the entity may establish a 60 day "statute of limitations" on filing of appeals, the time starting to run on the date the individual is notified of the negative initial decision. After the appeals process has been completed (i.e., the hearing and/or written submission completed), the entity should make a decision within 30 days. If it does not, the individual must be provided service beginning the 31st day, until and unless an adverse decision is rendered on his or her appeal.

Under the eligibility criteria of the rule, an individual has a right to paratransit if he or she meets the eligibility criteria. As noted in the discussion of the nondiscrimination section, an entity may refuse service to individuals with a disability who engages in violent, seriously disruptive, or illegal conduct, using the same standards for exclusion that would apply to any other person who acted in such an inappropriate way.

The rule also allows an entity to establish a process to suspend, for a reasonable period of time, the provision of paratransit service to an ADA eligible person who establishes a pattern or practice of missing scheduled trips. The purpose of this process would be to deter or deal with chronic "no-shows." The sanction system -articulated criteria for the imposition of sanctions, length of suspension periods, details of the administrative process, etc. – would be developed through the public planning and participation process for the entity's paratransit plan, and the result reflected in the plan submission to VRT.

It is very important to note that sanctions could be imposed only for a "pattern or practice" of missed trips. A pattern or practice involves intentional, repeated or regular actions, not isolated, accidental, or singular incidents. Moreover, only actions within the control of the individual count as part of a pattern or practice. Missed trips due to operator error are not attributable to the individual passenger for this purpose. If the vehicle arrives substantially after the scheduled pickup time and the passenger has given up on the vehicle and taken a taxi or gone down the street to talk to a neighbor, that is not a missed trip attributable to the passenger. If the vehicle does not arrive at all, or is sent to the wrong address, or to the wrong entrance to a building, that is not a missed trip attributable to the passenger. There may be other circumstances beyond the individual's control (e.g., a sudden turn for the worse in someone with a variable condition, a sudden family emergency) that make it impracticable for the individual to travel at the scheduled time and also for the individual to notify the entity in time to cancel the trip before the vehicle comes. Such circumstances also would not form part of a sanctionable pattern or practice. Once an entity has certified someone as eligible, the individual's eligibility takes on the coloration of a property right. (This is not merely a theoretical statement. If one depends on transportation one has been found eligible for to get to a job, and the eligibility is removed, one may lose the job. The same can be said for access to medical care or other important services.) Consequently, before eligibility may be removed "for cause" under this provision, the entity must provide administrative due process to the individual.

If the entity proposes to impose sanctions on someone, it must first notify the individual in writing (using accessible formats where necessary). The entity would provide the individual an opportunity to be heard (i.e., an in-person informal hearing before a decision maker) as well as to present written and oral information and arguments. All relevant entity records and personnel would be made available to the individual, and other persons could testify. It is likely that, in many cases, an important factual issue would be whether a missed trip was the responsibility of the provider or the passenger, and the testimony of other persons and the provider's records or personnel are likely to be relevant in deciding this issue. While the hearing is intended to be informal, the individual could bring a representative (e.g., someone from an advocacy organization, an attorney).

The individual may waive the hearing and proceed on the basis of written presentations. If the individual does not respond to the notice within a reasonable time, the entity may make, in effect, a default finding and impose sanctions. If there is a hearing, and the individual needs paratransit service to attend the hearing, the entity must provide it. We would emphasize that, prior to a finding against the individual after this due process procedure; the individual must continue to receive service. The entity cannot suspend service while the matter is pending. The entity must notify the individual in writing about the decision, the reasons for it, and the sanctions imposed, if any. Again, this information would be made available in accessible formats. In the case of a decision adverse to the individual, the administrative appeals process of this section would apply. The sanction would be stayed pending an appeal.

There are means other than sanctions, however, by which a transit provider can deal with a "no-show" problem in its system. Providers who use "real time scheduling" report that this technique is very effective in reducing no-shows and cancellations, and increasing the mix of real time scheduling in a system can probably be of benefit in this area. Calling the customer to reconfirm a reasonable time before pickup can head off some problems, as can educating consumers to call with cancellations ahead of time. Training of dispatch and operator personnel can help to avoid miscommunications that lead to missed trips.

Categories of Eligibility

According to the ADA, there are three categories of the ADA paratransit eligibility.

a. Individuals who as a result of their disabilities cannot independently board, ride, or disembark from accessible vehicles.

b. Individuals with disabilities who cannot utilize the fixed route system due to the non-availability of an accessible vehicle at the time or route desired, the inability to provide accessible service to the person's desired boarding or deboarding stop, or the inability of the individual's wheelchair to be accommodated on the passenger lift of the transit vehicle.

c. Individuals who, due to a specific impairment, are prevented from traveling to or from a stop – specifically excluded are environmental and architectural barriers such as curbs, hills, distance, snow, etc. and do not, standing alone, form a basis for eligibility.

ADA paratransit eligibility is both trip specific and may be either permanent or temporary in nature. 42 USC §12143(c)(1); 49 CFR §37.123.

In concert with the ADA, VRT uses the following guidelines:

VRT CATEGORIES OF ELIGIBILITY

There are many reasons why an individual may or may not be able to use accessible fixed route bus or rail services. In addition, there may be times when an individual may be able to use accessible fixed route bus or rail services, and other times when they cannot. Recognizing this, VRT has three categories of ADA Paratransit eligibility: Unconditional, Conditional and Temporary. In addition, applicants may be denied eligibility or determined to be Ineligible. These categories are described below:

a. **Unconditional**. Individuals who are physically or cognitively unable to ever independently board, ride, or disembark from the public bus or rail service. An example would be an individual who uses a wheelchair who is unable to maneuver their wheelchair by themselves.

b. **Conditional**. Individuals may use the Paratransit service for those trips, which the episodic nature of their disability prevents them from making trips on the public fixed route bus or rail. An example would be an individual with a disability which allows them to function well at times and less well at other times - night blindness, extreme sensitivity to cold or heat, and kidney dialysis are several examples of conditions which could result in Conditional eligibility. During those days when the individual is not able to function well, he/she would be unable to use the fixed route bus and, therefore, would be eligible to use Paratransit services.

c. **Temporary**. ADA eligibility may be granted to individuals whose condition or functional limitations are expected to improve to the point that they would be able to utilize accessible fixed route services for all their trips as well as to individuals whose disability condition may be permanent, but whose travel abilities may change with training or therapy. In these cases, the individual will be given temporary eligibility. Examples might be an individual with a medical condition or injury from which they are expected to fully recover or a person with a visual impairment who is attending mobility/orientation training which may train them sufficiently to use the fixed route bus services. Granting temporary eligibility does not necessarily mean that the

recipient will eventually be denied, but that a more accurate eligibility determination can be made once training/ therapy is completed.

d. **Denied.** Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services will be denied ADA Paratransit eligibility.

e. **Ineligible.** An individual may be deemed to be ineligible to use ADA Paratransit services if their application is withdrawn for failure to complete the necessary information and/or certification process. Applications will be deemed to have been withdrawn from the certification process if the applicant does not return an application which has been sent back to them for completion of missing information and/or signatures; does not return or reply to repeated, documented telephone calls and letters from VRT's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule.

VRT REDUCED FARE CATEGORIES

In addition to ADA eligibility VRT is pursuing a verification process for current reduced fare categories. Offerors shall describe their ability to support VRT in verifying the following reduced fare categories

- a. Youth, ages 6-18
- b. Older adults, ages 65+
- c. Persons with disability
- d. Medicare card holders

Schedule / Milestones – What are the deliverables focusing on timelines and the team members or vendor responsible for completing them, including all stages from kickoff to close.

Requirements / Deliverables – Expected goals, tasks, and targets that must be achieved through the project, including information that will help a Vendor in understanding the project's requirements.

Offeror shall provide all services, equipment, supplies, materials, and labor necessary to complete the scope of objective.

Terms, conditions, and requirement – Define the terms used in the SOW/SOO and any conditions or requirements that aren't made clear.

Regulatory and Compliance Requirements

Offeror will comply with all applicable federal, state, and local regulations in performance of this service.

Hours of Service:

Hours of service will be between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays.

VRT Holidays:

The following holidays are days VRT will be closed.

New Year's Day (Observed)

Memorial Day

July 4th (Observed)

Labor Day

Thanksgiving Day

Christmas Day (Observed)

RECOMMENDATIONS/SUGGESTIONS:

VRT will allow Offeror to make recommendations to the RFQ solicitation by submitting a separate quote for their suggestion.

This section is voluntary. If there are no recommendations, type N/A.

1. _____

2. _____

APPLICATION FOR ADA PARATRANSIT SERVICE

THE AMERICANS WITH DISABILITIES ACT (ADA) ELIGIBILITY

This application is for use of the Valley Regional Transit ADA paratransit service called Access. **This service is only for people with disabilities that are PREVENTED from using the fixed route (city bus) buses due to a disability.** The ADA mandates that fixed route buses (city buses) are accessible to people with disabilities by including accessibility features like a ramp to board the bus (no steps), wheelchair securement and driver assistance. Therefore the ADA only intended the paratransit service as a "safety net" and should only be used by people with disabilities who are literally "prevented" from using the bus rather than "inconvenienced." Therefore, the questions on this form are asking you to tell us why your disability prevents you from using the fixed route or city buses. Stating reasons such as you "can't afford the fare", "no longer drive" or "don't have a bus near you" are NOT ADA eligibility criteria.

ACCESS TRAVEL TRAINING

The ADA mandates that all public buses are accessible to people with disabilities and in an effort to fulfill this mandate, Valley Regional Transit offers **free** travel training for everyone including seniors and people with disabilities. Travel trainers will help you plan your trip and ride with you to your destination during the training period. VRT Travel Training Services include:

- Trip planning and route training
- Provides customized service for each person to successfully use public transportation
- Group Training and presentations available upon request.

If you are interested in this service please call (208) 345-7433

PERSONAL DATA

First name: _____ Middle name: _____

Last name: _____ Sex: _____

Primary language: _____ TDD: _____

Date of birth: _____ Place of birth: _____

Email address: _____

Daytime phone: _____ Evening phone: _____

Mobile phone: _____

MAILING ADDRESS

Street number and name: _____ Apt: _____

City: _____ State: _____ Zip: _____

HOME ADDRESS (if different than mailing address)

Street number and name:

Apt:

City:

State:

Zip:

PERSONAL CARE ATTENDANT

Do you need a personal care attendant?

Yes:

No:

Checking yes means you need someone to travel with you in order to successfully complete a trip. A personal care attendance is not provided to you, but is your responsibility to bring one with you, and they travel for free.

DID SOMEONE HELP YOU COMPLETE THIS APPLICATION?

Did someone help you fill out the application?

Yes:

No:

If yes, please provide the following information:

First name:

Last name:

Email address:

Phone:

Relationship:

May we contact this person?

Yes:

No:

EMERGENCY CONTACTS

Do you wish to provide an emergency contact:

Yes:

No:

If yes, please provide the following information:

First name:

Last name:

Relationship:

Email address:

Daytime phone:

Evening phone:

Mobile phone:

Street number and name:

Apt:

City:

State:

Zip:

APPLICANTS MEDICAL CONDITIONS

a) What is your medical condition(s) / Disability?

b) Date of onset / When did your disability first begin:

c) Are you currently receiving any treatment? Yes: No:

d) If yes, please select what treatment(s) are you receiving?

- | | | |
|---|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> Chemotherapy |
| <input type="checkbox"/> Radiation Therapy | <input type="checkbox"/> Dialysis | <input type="checkbox"/> Psychotherapy |
| <input type="checkbox"/> Non-Walking Cast | <input type="checkbox"/> Walking Cast | <input type="checkbox"/> Travel Training |
| <input type="checkbox"/> Rehabilitation Program | <input type="checkbox"/> Surgery | <input type="checkbox"/> Medications |
| <input type="checkbox"/> Other | | |

e) If yes, how long will you be receiving treatment?

- | | | |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> 1 – 3 months | <input type="checkbox"/> 3 – 6 months | <input type="checkbox"/> 6 – 9 months |
| <input type="checkbox"/> 9 – 12 months | <input type="checkbox"/> Over a year | |

f) Please read the following statements and check the one that best describes your disability

- ☐ I am able to ride the city bus independently
- ☐ I believe I can learn to ride the city bus if someone
- ☐ I can use the city bus for some trips, but not others
- ☐ I have a temporary disability and will only need the service until I recover
- ☐ I have a visual disability, which prevents me from using the city bus
- ☐ I have difficulty remembering the things I have to do to use the city bus
- ☐ I have a disability that causes me to have good day(s) / bad day(s)
- ☐ I can never use the city bus by myself

g) Do you currently use a mobility device when going places? Yes: No:

h) If yes, please check all devices that apply:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Power/Electric Wheelchair | <input type="checkbox"/> Crutches | <input type="checkbox"/> Walker |
| <input type="checkbox"/> Manual Wheelchair | <input type="checkbox"/> Portable Oxygen | <input type="checkbox"/> Scooter |
| <input type="checkbox"/> Sport Wheelchair | <input type="checkbox"/> Communication Board | <input type="checkbox"/> Leg Brace(s) |
| <input type="checkbox"/> Service Animal | <input type="checkbox"/> Picture/Alphabet Board | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Prosthesis | <input type="checkbox"/> Segway | <input type="checkbox"/> White Cane |
| <input type="checkbox"/> Other | | |

i) Is your wheelchair or scooter wider than 30"? Yes: No: I don't know:

j) Is your wheelchair or scooter longer than 48"? Yes: No: I don't know:

k) Is the total combined weight of you and your mobility device more than 600 lbs?

Yes: No:

NOTE: If you use a wheelchair, it may not be larger than 30 inches wide, longer than 48 inches long, and your combined weight with your wheelchair may not exceed 600 pounds, or we may be unable to accommodate your trip.

l) What is your current weight?

m) How long have you been using your mobility device (if applicable)?

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> 1 – 3 months | <input type="checkbox"/> 3 – 6 months | <input type="checkbox"/> 6 – 9 months |
| <input type="checkbox"/> 9 – 12 months | <input type="checkbox"/> More than a year | |

n) Are you able to independently maneuver your wheeled mobility device onto a lift / ramp? Please be aware that if you cannot complete this task independently, VRT may not be able to accommodate your trip due to safety concerns. Yes: No: N/A

o) Can you transfer from your wheeled mobility device to a bus seat without assistance?
Yes: No:

p) Do you use the bus INDEPENDENTLY? Yes: No:

q) If yes, please specify routes utilized:

r) When was the last time you independently used the city bus?

☐ In the past month

☐ In the past year

☐ In the past five years

☐ In the past ten years

s) Would you required someone to travel with you when riding a wheelchair-accessible city bus to provide assistance to you? Yes: No: Sometimes:

If you selected yes, please explain:

t) How would you describe the terrain where you live? (e.g. hilly, flat, dirt road, no sidewalk):

u) Have you ever successfully completed travel training? Yes: No:

If yes, please provide time frame and dates.

v) Valley Regional Transit offers travel training to those who want to learn how to use the city bus. By answering yes to this question, we may contact you to schedule an appointment. Are you interested in travel training?

Yes: No:

w) Do you have a hearing problem that would prevent you from using the city bus?

Yes: No:

If yes, please explain:

x) Do you have a visual problem that would prevent you from using the city bus?

Yes: No:

If yes, please explain:

- y) Do you have a memory problem that would prevent you from using the city bus?
Yes: No:

If yes, please explain:

- z) Do you have a balance problem that would prevent you from using the city bus?
Yes: No:

If yes, please explain:

- aa) Do you have a breathing problem that would prevent you from using the city bus?
Yes: No:

If yes, please explain:

- bb) Would you have problems waiting at a bus stop?
Yes: No:

If yes, please explain:

- cc) Would you have problems counting money and paying the bus driver?
Yes: No:

If yes, please explain:

dd) Would you have a problem independently crossing a street?

Yes:

No:

If yes, please explain:

ee) Have you even been lost when traveling alone?

Yes:

No:

If yes, please explain how you found your way back:

ff) How many blocks can you walk, using a mobility device if applicable, or wheel without resting?

gg) The following list contain common barriers which prevent people from using the bus. Do any of these barriers apply to you?

- | | | |
|--|---|--|
| <input type="checkbox"/> Cold | <input type="checkbox"/> Heat | <input type="checkbox"/> Rain |
| <input type="checkbox"/> Night Blind | <input type="checkbox"/> Snow | <input type="checkbox"/> Light sensitivity (sunny, overcast, etc.) |
| <input type="checkbox"/> Lack of sidewalks | <input type="checkbox"/> Lack of curb cuts | <input type="checkbox"/> Bus stop not accessible |
| <input type="checkbox"/> Hill | <input type="checkbox"/> Uneven travel path (dirt road, potholes, etc) | |
| <input type="checkbox"/> Unable to transfer buses | <input type="checkbox"/> Unable to walk/wheel $\frac{1}{4}$ mile (3 blocks) | |
| <input type="checkbox"/> Good/bad days | <input type="checkbox"/> Lack of strength and endurance (hyper fatigue) | |
| <input type="checkbox"/> Air quality (smog, pollution) | <input type="checkbox"/> None | |

hh) Do you have a home care provider?

Yes:

No:

ii) Have you had a recent fall which required medical attention?

Yes:

No:

By signing this term, I understand I am giving consent to Valley Regional Transit and its eligibility contractor to use and disclose my protected health information for the following purposes and activities:

1. To transfer information to transportation providers and mobility services
2. Permission to contact your healthcare provider to verify your disability and treatment plan for purposes of paratransit eligibility
3. The information provided is true and correct to the best of my knowledge
4. I agree to inform Valley Regional Transit when there are significant changes in my mobility

Valley Regional Transit and its eligibility contractor appreciate your cooperation in this process and assure you that your protected health information will be managed through strict HIPPA (Health Insurance Portability and Accountability Act) compliant policies and procedures.

I realize that I have the right to review and receive a copy of this consent form before signing. I understand that I may revoke this consent at any time by notifying both Valley Regional Transit and its eligibility contractor, in writing, of my intent to revoke this consent form. I hereby certify that the information provided during the eligibility process is true and correct to the best of my knowledge. I understand that misrepresentation in this process or presented during my assessment may result in denial of privileges to use paratransit services.

Signature:_____

Date:_____

HEALTHCARE PROFESSIONAL VERIFICATION

FOR PROFESSIONAL USE ONLY

Your client/patient is applying for the Americans with Disabilities Act Paratransit service called ACCESS. The criterion used for determining eligibility is based on one's functional ability to independently use accessible fixed route buses. There are physical, mental, visual skills required to access public bus so please help document any challenges your client may have in these areas.

Your client/patient must have this form completed by one of the approved healthcare professionals:

Medical Doctor/ D.O. / Physician Assistant

Registered Nurse/ Certified Nursing Assistant

Occupational Therapist or OTA

Physical Therapist or PTA

Level Social Worker

Psychologist Psychiatrist

O&M Specialist

Special Education Teachers

Rehabilitation Counselors

Ophthalmologist

Recreation Therapist

Chiropractor

Your participation is vital as incomplete applications will be deemed ineligible and your client/ patient will not be able to use the ADA paratransit service. The information shared will be protected per the requirements identified in the Health Insurance Portability and Accountability Act (HIPPA) and your patient/client has agreed to allow Valley Regional Transit and its eligibility contractor to contact you for this information via the application. Your cooperation and assistance is greatly appreciated.

Name of patient / Client: _____

PROFESSIONAL DATA

First name:

Middle name:

Last name:

Profession:

Professional License #:

Email address:

Daytime phone:

Mobile phone:

Business address:

Suite#:

City:

State:

Zip:

PATIENT / CLIENT DATA

1. Please list the diagnosis you are treating patient / client for:

2. Please list any other diagnosis that patient / client may have:

3. Please indicate which of the following category most limits patient / client. You can select more than one category if there are multiple disabilities that limit patient / client's independence and mobility.

☐ Mental☐

Physical

☐

Visual

If you have chosen physical, please choose categories:

☐ Cardiovascular☐ Gastrointestinal disorders☐ Geriatric disorders☐ Infectious diseases/ immunology☐ Neurologic disorders☐ Oncology and
hematology☐ Organ failure/ transplant/ diabetes☐ Orthopedic conditions☐ Pediatric disorders☐ Pulmonary disorders☐ None

4. Date of onset or date services began:_____

5. Which statement best describes patient / client's condition?

☐ Being treated and hopes to improve☐ Permanent condition that is not expected to
change☐ Disease is advanced☐ Disease is considered terminal☐ Condition should not interfere with independent bus usage☐ None of the above

6. Prognosis:

7. Treatment plan with start date and anticipated completion date:

8. Does the patient / client take on medications which affect their ability to travel?

☐ Yes / Sometimes ☐ No / Don't know

9. Have you ever prescribed or are you aware of the following device(s) patient / client currently uses?

<input type="checkbox"/> Power/Electric Wheelchair	<input type="checkbox"/> Crutches	<input type="checkbox"/> Walker
<input type="checkbox"/> Manual Wheelchair	<input type="checkbox"/> Portable Oxygen	<input type="checkbox"/> Scooter
<input type="checkbox"/> Sport Wheelchair	<input type="checkbox"/> Communication Board	<input type="checkbox"/> Leg Brace(s)
<input type="checkbox"/> Service Animal	<input type="checkbox"/> Picture/Alphabet Board	<input type="checkbox"/> Cane
<input type="checkbox"/> Prosthesis	<input type="checkbox"/> Segway	<input type="checkbox"/> White Cane
<input type="checkbox"/> Other	<input type="checkbox"/> None	

10. Are patients / clients symptoms episodic?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

11. Are you aware of any challenges patient / client has with strength and endurance?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

12. Are you aware of any challenges patient / client has with balance?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

13. Do you think patient / client could independently ambulate / wheel $\frac{3}{4}$ of a mile, with a mobility device and/or rest periods if needed?

Yes: No: Sometimes: Don't know:

If no or sometimes, please elaborate:

14. Are you aware of any challenges patient / client has with memory?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

15. Are you aware of any challenges patient / client has with breathing?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

16. Are you aware of any challenges patient / client has with crossing streets?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

17. Are you aware of any challenges patient / client has with ambulating hills?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

18. Do you have any safety concerns for patient / client in using a bus by themselves? (e.g. compromised immune system, panic attacks, cognitive deficits, risk of falling, etc)?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

19. Are you aware if weather has an adverse impact on patient / client's abilities?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

20. Are you aware of any visual impairments that may challenge patient / client in using the public transportation system?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

21. Are you aware of any hearing impairments that may challenge patient / client in using the public transportation system?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

22. Are you aware of any inappropriate social behavior exhibited by patient / client?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

23. Is patient / client capable of expressing their needs?

Yes: No: Sometimes: Don't know:

If no or sometimes, please elaborate:

24. Are you aware of any mobility or travel training that patient / client is planning or participating in?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

25. Do you have any additional comments that may help document patient / client's abilities or challenges in getting to, using and/or communicating on a bus?

Yes: No: Sometimes: Don't know:

If yes or sometimes, please elaborate:

I understand the purpose of this application is to determine if there are times when the applicant cannot use Valley Regional Transit city bus service and may require the Valley Regional Transit's Access program for public transportation needs. I certify that, to the best of my knowledge, the information in this form is true and correct.

Signature: _____

Date: _____

**EXHIBIT B
PRICE QUOTE**

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

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

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

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

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

Key Personnel Rates:

Note: What are the job position duties and role. The duties must be defended specifically and what are the hourly cost rates.

Position	Rate

Service Rates:

Description	Rate

The total Quote 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 RFQ title and the respondent's name.

Submitted electronic RFQ response must include the following information:

- A. **Coversheet** of this RFQ, 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 quote. Introduction should include:
 - i. Brief introduction letter stating your company's history, experience, and qualifications to submit a quote for this RFP solicitation.
 - ii. Identify the project manager.
 - iii. 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.
 - iv. Include a statement to the effect that the quote shall remain valid for a period of not less than ninety (90) days from the due date for quote.
- C. **Written Responses** should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding item number. See written response format on page 1.
 - i. **Project Manager**: Identify the Project Manager who will be responsible for the execution of work and ensuring adequate personnel and other resources are made available and who is responsible for quality and timeliness of the Offeror's performance.
 - ii. **Key Personnel**: Identify key personnel for this project and each person's role and duties, their experience and qualifications as it pertains to providing these services.
 - iii. **Firm Qualifications and Relevant Experience**: Discuss the firm's qualifications, experience and history in working on projects or providing services similar to those that are the subject of this RFQ. Please address the firm's project management systems including reporting, billing, and quality assurance (QA) quality control (QC) processes.
 - iv. **Method of Approach and Demonstrated Understanding of Statement of Objective**: Discuss the firm's approach to the RFQ and understanding of the Statement of Objective.
- D. **Sub-vendors or Joint Venture Partners**: As applicable, list all key sub-vendors or joint venture partners that may be directly involved in this project.
 - I. Identify the role of the sub-vendor 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-vendors 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 Quote**: Complete Offeror's Price Quote as described in Exhibit B to this RFQ and submit as a separate attachment to Offeror's email submittal. Price Quote must be in US Dollars. Any annual price increase must be noted in Offeror's Price Quote. The various components of Offeror's Price Quote may be adjusted on the anniversary date of the contract's effective date. Offeror will give VRT at least thirty days' prior written notice of the effective date of such price increase. Any such price increase is subject to approval by VRT,
- 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 received in other than English shall be rejected.

EXHIBIT D EVALUATION CRITERIA

QUOTE EVALUATION REQUIREMENTS

A. Quote Critical Evaluation (Listed In Relative Order of Importance)

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

B. Price Quote – See Exhibit B

C. General

1. Shortlist:

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

2. Interviews:

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

3. Additional Investigations:

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

Exhibit E constitutes a sample copy of VRT's standard Contract Agreement for your thorough review. Please note that this document is provided solely for informational purposes and is not intended to serve as a basis for negotiating or proposing any changes to the contractual terms with VRT.

Procurement Solicitation Terms

As stipulated in Section 10, Sub-section I, of the Procurement Solicitation, VRT will not consider or permit any additional contractual terms, conditions, modifications, or other changes to the contract document attached hereto as Exhibit E.

Submission Guidance

If the terms and conditions set forth in the solicitation and Exhibit E are deemed unfavorable or incompatible with your company's policies, it is strongly advised that you refrain from submitting a quote for this procurement solicitation.

Further Inquiries

For any additional questions regarding this matter, please direct your correspondence via email to VRT's Procurement Department at procurement@ridevrt.org. Kindly ensure that the "RFQ number and name" are clearly listed in the subject line of your email.

VRT Procurement Department

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 Quote _____ (attached herein). The work or services shall be performed under the direction and review of VRT’s Chief Executive Officer or designated person(s).

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

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

ARTICLE 2 - DURATION

2.1 This Agreement shall continue as follows:

Effective Date: Month, Day, Year:

End Date: Month, Day, Year :

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

ARTICLE 3 – PERFORMANCE OF THE SERVICES

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

3.2 Vendor warrants and guarantees that the work or services performed under this Agreement will meet or exceed the minimum specification requirements set forth in the RFQ 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. For issues of negligence in the performance of the services performed under this Agreement, the parties agree that the local community standard of care for similar services will be standard by which Vendor's performance will be judged.

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

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

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

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

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

ARTICLE 5 - INDEPENDENT VENDOR

5.1 In the performance of all services hereunder:

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

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

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

ARTICLE 6 - INDEMNIFICATION

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

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

ARTICLE 7 - PROPRIETARY INFORMATION

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

ARTICLE 8 - DISCLOSURE

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

ARTICLE 9 - GOVERNING LAW

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

ARTICLE 10 – ASSIGNMENT/PIGGYBACKING

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

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

ARTICLE 11 - TERM

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

ARTICLE 12 - AGREEMENT MODIFICATION

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

ARTICLE 13 - DEFAULT

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

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

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

ARTICLE 14 - NON-WAIVER OF RIGHTS

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

ARTICLE 15 - TERMINATION

15.1 VRT may terminate this Agreement without cause, in whole or in part, for VRT's convenience or because of the failure of Vendor to fulfill its obligations under this Agreement. If VRT terminates this Agreement, VRT shall deliver to Vendor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed

or in process. If the termination is for the convenience of VRT, VRT may make an equitable adjustment in the payment for the services provided but shall not allow anticipated profit on unperformed services. If the termination is for failure of Vendor to fulfill this Agreement obligations, as set forth below, VRT may complete the work by contract or otherwise and Vendor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Vendor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VRT.

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

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

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

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

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

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

ARTICLE 16 - ENTIRE AGREEMENT

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

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS

17.1 It is the policy of VRT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of VRT to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.6 No Obligation by the Federal Government.

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

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

18.7 Federal Privacy Act Requirements.

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

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

18.8 Records Disclosure.

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

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

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

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

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

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

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

18.10 Breaches and Dispute Resolution.

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

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

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

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

18.10.5 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a

limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VRT or Vendor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

18.11 Fly America.

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

18.12 Water Pollution.

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

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

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

18.13 Clean Air Act.

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

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

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

18.14 Lobbying Limitations and Certification.

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

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

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

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

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

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

18.14.6 The provisions of this Section 18.14 are applicable if this Agreement

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

18.15 Contracts Involving Experimental, Development, Or Research Work

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

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

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

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

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

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

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

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

18.15.2 Patent Rights. 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 assisted Award;
- 18.16.1.4** Declared ineligible to participate in any federally assisted Award;
- 18.16.1.5** Voluntarily excluded from participation in any federally assisted Award; or
- 18.16.1.6** Disqualified from participation in any federally assisted Award.

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

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

18.18 Employee Protections.

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

18.18.2 Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5. Vendor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Vendor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Vendor will permit such representatives to interview employees during working hours on the job.

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

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

18.18.5 These requirements extend to all third party vendors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair

contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

18.19 Recovered Materials

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

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

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

18.20.1 To the extent practicable, Vendor agrees that it:

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

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

18.20.2 Vendor also assures that its sub-vendor will:

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

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

18.20 Insurance and Bonding Requirements.

18.21.1 Required Insurance Coverage: Vendor shall procure, maintain, and keep in force, at Vendor's expense, the Insurance Coverage as required below and shall cause VRT to be a named insured on all policies (except professional liability). Vendor shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall 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 building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The vendor also agrees to ensure that all work performed under this contract, including work performed by a sub-vendor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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

18.23 Safe Operation of Motor Vehicles.

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

18.23.2 Distracted Driving. Vendor agrees to adopt and enforce workplace

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

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

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

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

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

18.26.1 Procure or obtain;

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

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

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

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

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

18.27 Trafficking in Persons.

18.27.1 Legal Authorities. The Recipient agrees to comply and assures the

compliance of each Subrecipient, with federal requirements and guidance, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.27.4.2.2.2.2 U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide

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

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

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

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

18.28 Federal Tax Liability and Recent Felony Convictions.

18.28.1 *Transactions Prohibited.*

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

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

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

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

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

[
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

Exhibit A
Statement of work
[same as from RFP]

Exhibit B
Vendor Price Quote