

Valley Regional Transit
700 N.E. 2nd Street, Suite 100
Meridian, ID 83642

REQUEST FOR BID

ITEM: Contract for Tires and Tire Related Items and Services

Solicitation No. RFB 2017-03-21

Date Issued: Tuesday, March 21, 2017

Confirm Intent to Participate: Friday, March 31, 2017 12:00 P.M. MST

Non-Disclosure Agreement: Friday, March 31, 2017 12:00 P.M. MST

Pre Bid Meeting: Friday, March 31, 2017 12:00 P.M. at 5907 W. Cleveland Blvd. Caldwell Idaho 83607

Last Day for Questions (via email only): Friday, April 7, 2017 12:00 P.M. MST

Responses Due: Friday, April 21, 2017 @ 12:00 P.M. MDT

Bid Opening: Monday, April 21, 2017 at 700 NE 2nd St. Suite 100 Meridian, Idaho 83642 at 2:00 P.M. MST

Project Description: A Contract for tires and tire related items and services for the ValleyRide Canyon County Transit System located at the Happy Day Transit Center, 5907 Cleveland Blvd., Caldwell, ID 83607. Per the attached Specifications, Terms, Conditions and Price Schedule.

Agreement Term: A two (2) year period of time commencing May 1, 2017 (or date of award), with the option to renew upon mutual agreement of both parties for an additional three (3) year period of time (a maximum of three (3) consecutive one-year renewals are possible).

- Part I: Letter of Transmittal, Non-Disclosure and Intent to Bid**
- Part II: Special Contract Terms and Conditions**
- Part III: Special Conditions and Instructions to Bidders**
- Part IV: Scope of Work**
- Part V: Price Schedule**
- Part VI: Format of Bidder's/Offeror's Bid**
- Part VII: Offeror's Information and Certification**
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Bidder/Offeror (Company) name: _____

Letter of Transmittal



March 21, 2017

Dear Bidder:

MV Nampa Transit Company dba ValleyRide is seeking qualified bid respondents to provide purchased tires and other tire items and related services at our transportation facility at the Happy Day Transit Center, 5907 Cleveland Blvd. Caldwell, ID 83607. We are soliciting bids for these services as specified in the attached Request for Bid (RFB). This RFB defines and documents ValleyRide's requirements and establishes a basis for the assessment of bid responses.

Your bid response should present a flexible financial solution that is tailored to meet ValleyRide's requirements. Your bid response should also detail your plans for implementation and specify all associated costs. The clarity and precision of your bid response will be an important factor in the evaluation process.

Bidders must develop and present a response that clearly articulates the Bidder's overall approach to meeting ValleyRide's needs. **Your final bid response is due no later than 12:00 P.M. MST on April 14, 2017.**

The Bidder should regard this RFB and ValleyRide's process of evaluating bids as strictly confidential business information. ValleyRide operates in a highly competitive business environment and expects that the Bidders will treat all materials and data provided by ValleyRide as confidential.

We appreciate your consideration and assistance in this matter and look forward to receiving your bid response.

Sincerely,

Kelly Higgs
Grants and Compliance Administrator
Valley Regional Transit
700 NE 2nd Street, Suite 100,
Meridian, Idaho 83642
Tel (208) 258-2795
Fax (208) 846-8564
khiggs@valleyregionaltransit.org

PART II: SPECIAL CONTRACT TERMS AND CONDITIONS

1. **SUBCONTRACTING:** The requirement for Prime-Officer responsibility does not prohibit Sub-Officer or joint ventures provided that the successful Prime-Officer assumes the following responsibilities: (1) serves as the sole general Prime-Officer with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Officers, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each Sub-Officer or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make Valley Regional Transit a third-party beneficiary thereunder; (b) grant to Valley Regional Transit the right to receive notice of and cure any default by the successful Prime-Officer under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Officer or similar party.
2. **TAXES:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.
3. **TERMINATION FOR IMPOSSIBILITY:** Valley Regional Transit may terminate this contract for impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.
4. **TERMINATION FOR DEFAULT:** Valley Regional Transit may terminate this contract for diminished service or scheduling by the Contractor, failure by the Contractor to comply with the contract requirements; failure by the Contractor to implement the contract or perform in a timely manner.
5. **TERMINATION:** Valley Regional Transit may terminate this contract, in whole or in part, at any time by written notice to the Offeror when it is in the Valley Regional Transit's best interest.
 - A. The Offeror shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Offeror shall promptly submit its termination claim to Valley Regional Transit to be paid. If the Offeror has any property in its possession belonging to Valley Regional Transit, the Offeror will account for the same, and dispose of it in the manner Valley Regional Transit directs.
 - B. 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, Valley Regional Transit 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.
 - C. If it is later determined by Valley Regional Transit 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, Valley Regional Transit, 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.
 - D. Valley Regional Transit 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.
 - E. If Offeror fails to remedy to Valley Regional Transit'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 Valley Regional Transit setting forth the nature of said breach or default, Valley Regional Transit 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 Valley Regional Transit from also pursuing all available remedies against Offeror and its sureties for said breach or default.
 - F. In the event that Valley Regional Transit elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by Valley Regional Transit shall not limit Valley Regional Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- G. 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.

6. BREACHES AND DISPUTE RESOLUTION

- A. Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by Valley Regional Transit's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Offeror mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Offeror shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Offeror and the Offeror shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by Valley Regional Transit, Offeror shall continue performance under this Contract while matters in dispute are being resolved.
- C. 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 acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. Remedies - All claims, counterclaims, disputes and other matters in question between the Valley Regional Transit 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 within the State of Idaho.
7. **INDEMNIFICATION:** Prime-Offeror agrees to assume liability for and to indemnify and hold harmless Valley Regional Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Offeror, or the execution, performance, nonperformance, or enforcement of the Agreement.
8. **INDEPENDENT CONTRACTOR:** Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror are not employees of Valley Regional Transit. They are not entitled employee benefits, nor do they operate under the direct supervision and control of Valley Regional Transit, but are required to utilize independent judgment and professional skills under the parameters of this Agreement.
9. **INSURANCE:** Required Coverage: Bidder shall procure, maintain, and keep in force, at Bidder's expense, the Insurance Coverage as required below and shall cause Valley Regional Transit to be a named insured on all policies (except professional liability). Bidder shall provide Proof of Insurance to Valley Regional Transit prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Bidder shall have and maintain, at Bidder's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.
10. **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 contractors, 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 \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
11. **Workers' Compensation:** Where required by law, the Contractor and its subcontractors, 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 Contractor 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.

12. **Automobile Liability:** Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
13. **If the Bidder is Self-insured:** If the Bidder is self-insured, it shall provide a letter or other proof of insurance coverage delineating the limits, and any excess liability coverage over the stated amount of self-insurance (deductible/retention), and a statement specifically indemnifying ValleyRide/Valley Regional Transit. In addition, if self-insured, the Bidder shall provide a copy of its most recently audited financial statements (last two complete fiscal years) to minimally include a balance sheet, profit and loss statement, and cash flow statement. Such self-insurance shall not relieve the Bidder of liability for its actions or coverage under this Contract in the event its own self-insurance limits are exhausted. If a Bidder is a self-insured company for liability, workers compensation and auto liability, a written letter of explanation explaining this and indemnifying ValleyRide/Valley Regional Transit will be sufficient.
14. **Garage Keeper's Legal Liability:** The Bidder or the Bidder's independent installing dealers/service providers must carry Garage Keepers Legal Liability coverage including Garage Liability Insurance and the Bidder is responsible for acknowledging or providing evidence of this to Valley Regional Transit as a part of their bid. The Bidder's or the Bidder's independent installing dealers/service providers insurance is primary over any coverage carried by Valley Regional Transit. Valley Regional Transit is to be an additional Insured under the Bidder's insurance coverage while a vehicle is either in the Bidder's garage or being driven by the Bidder or any Bidder's employee. The Bidder shall not be liable in any way for any omissions or errors by its sellers acting as independent dealers to provide items and services required under this contract to the buyer.
15. **MINIMUM ORDER QUANTITIES:** No minimum number of orders, nor any minimum dollar amount, is guaranteed. Actual quantities or number of orders is unknown and no minimum quantity or minimum number of orders is guaranteed. Any quantities given are estimates of use for bid evaluation purposes only and are not guarantees
16. **INVOICING:** The awarded Bidder will submit all invoices, with supporting documentation to: ValleyRide, Attn: Procurement Specialist, 5907 Cleveland Blvd. Caldwell, ID 83607. The awarded Bidder can expect Valley Regional Transit to issue and mail payment within 45 days after receipt of invoice with regards to the terms set forth within this RFB.
17. **GUARANTEE:** The successful Prime-Offeror will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Valley Regional Transit finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Offeror will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
18. **ENERGY CONSERVATION:** The Prime-Offeror 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.
19. **DEFINITIONS:** The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part II, Definition, except as otherwise expressly provided in this Agreement:

Agreement: The complete RFB and all addendums and final negotiations.

Agreement Term: The time commencing with the award of the contract and ending on the expiration of the contract - including any extensions or renewals that may be or have been agreed upon by both parties after award to the contract.

Intent to Award: Letter: The letter that Valley Regional Transit will send to all Prime-Offerors stating Valley Regional Transit's selection.

Negotiations: After final selection, Valley Regional Transit and the selected Prime-Offeror will negotiate a start date, performance measures, billing format, and reporting.

Bidder, Offeror or Prime-Offeror: The Bidder, Offeror or Prime-Offeror is the primary contact with Valley Regional Transit and is responsible for all services for which it is submitting an RFB. The Bidder, Offeror or Prime-Offeror is responsible for all Sub-Offerors and their compliance to all standards of this RFB.

Required Coverage: All insurance necessary to protect and save harmless Valley Regional Transit, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this bid package.

Sub-Offeror: Is the subcontractor for which the Bidder, Offeror or Prime-Offeror is directly responsible.

Termination for Default: Termination caused by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

Termination for Impossibility: Termination in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

Valley Regional Transit: a Regional Public Transportation Authority.

Valley Regional Transit Board: The duly appointed Board of Directors of Valley Regional Transit.

20. **CURRENCY:** All payments are payable in US dollars.
21. **STOP WORK ORDER:** Any "Stop Work Order" given to Awarded Offeror will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Offeror and/or their assigns.
22. **CONTRACT ADMINISTRATION:** Kelly Higgs at Valley Regional Transit shall assist in the central administration for this contract: Kelly Higgs, Valley Regional Transit 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2795. Canyon County Operations staff shall administer the operational aspects of this contract. Leslie Pedrosa, General Manager 5907 Cleveland Blvd. Caldwell, ID 83607 (208) 258-2782

DELIVERY REQUIREMENTS

1. Contractor must provide telephone numbers for contact by ValleyRide/Valley Regional Transit staff.
2. **DELIVERY:** Delivery shall be FOB Destination to: ValleyRide, 5907 Cleveland Blvd. Caldwell, ID 83607; to roadside service locations within ten (10) miles of Caldwell, Idaho as may be required for emergency services, and at the Contractor's Full-Service location(s).
3. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

INVOICES

1. ValleyRide/Valley Regional Transit reserves the right to withhold payment without penalty until properly executed invoices are submitted.
2. Invoices will be submitted on a monthly basis for the month prior no later the 15th day of each month. The invoice shall be accompanied by a monthly report of inspections performed for the month prior.
3. Invoices must be Contractor's invoices. ValleyRide/Valley Regional Transit will not accept invoices from sub-contractors and will not pay sub-contractors.
4. Contractor's invoices will include Valley Regional Transit's billing/contact information (name, address, phone and fax no.) as provided by Valley Regional Transit.

5. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.
6. Billing Information: MV Nampa Transit Company dba ValleyRide
Attn: Procurement Specialist
5907 Cleveland Blvd.
Caldwell, ID 83607

PART III: SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

PRICING INSTRUCTIONS: Enter your bid prices in the appropriate space in the attached Price Schedule.

PRE-BID CONFERENCE AND SITE VISIT

(a) A non-mandatory pre-bid conference and site visit will be held **Friday, March 31, 2017 12:00 P.M. MST** at ValleyRide, 5907 Cleveland Blvd. Caldwell, ID 83607. Prospective bidders may submit a list of questions in advance. Valley Regional Transit may respond during the pre-bid conference to the questions received in advance and to other questions, however, none of the answers or explanations provided at the conference will qualify the terms of the specifications or scope of work, which can only be modified by written amendment. Questions may also be submitted via e-mail. Question submission deadline: **noon on Friday, April 7, 2017.**

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

METHOD OF AWARD

Award will be "ALL-or-NONE" to the lowest responsive and responsible Bidder based on the following: (The Grand Total of extended unit prices bid the Groups A thru C items) **plus** (Items E-1 + E2-) x 20 **plus** (Items E-3a+E-3b+E-3c) x 12 **plus** (the Grand Total of the E-4 items) x 20.

BRAND NAME OR EQUAL

- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy Valley Regional Transit's needs.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must:
 - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by: (i) Brand name, if any; and (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the Bidder plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the Bidder or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

- (d) Unless the Bidder clearly indicates in its offer that the product being offered is an "equal" product, the Bidder shall provide the brand name product referenced in the solicitation.

ESTIMATES OF USE: Based on usage rates during the last twelve (12) month period of time Valley Regional Transit estimates the total annual use will be approximately **\$36,000**. These amounts and the quantities listed in the Price Schedule are estimates of use for bid evaluation purposes only, and are not guarantees of items, item quantities or dollar amounts to be purchased. The actual quantities are unknown and may be more or less than those listed. **NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.**

A. COPY OF TIRE WARRANTY: For each tire being offered in the attached Price Schedule the Bidder is to include a copy of the tire warranty with their bid.

B. DETAILED DESCRIPTIONS REQUIRED: Bidder is to provide at least one complete copy of the tire manufacturer's latest current catalog, brochures or other published information that includes a detailed description of the tires being offered via the attached Price Schedule. The information should be sufficient to allow Valley Regional Transit to determine whether the tires meet the minimum specification requirements. The required descriptive information must be received as a part of your bid. Bids received without the required descriptive information will not be considered. Valley Regional Transit also reserves the right to verify specification compliance by other means.

The Bidder is also asked to please provide a Manufacturer's website that will allow Valley Regional Transit access to the Manufacturer's descriptive information for the tires being offered.

C. PRICES: Bidder shall list in the appropriate place in the Bid Schedule the prices for the Tires, Field Service Calls, Valve Stems, Spin Balancing, Siping and etc. A firm price must be entered. Mounting charge, as listed, includes dismounting of old tire, mounting of the new tire and disposal the old tire when disposal of the old tire is required by Valley Regional Transit.

D. Federal excise taxes should not be included in net price quoted or in prices charged to Valley Regional Transit. Upon request, exemption certificates will be furnished to the Contractor.

E. FULL SERVICE LOCATIONS: Bidder's named Full Service Locations will provide all the items and services required hereunder by Valley Regional Transit. Your offer must include a list of the Full Service Locations that will be used to service this contract. The list must include for each Full Service Location, the business name, address, telephone number and roadside service hotline number. A minimum of one (1) full-service location is required.

F. BUSINESS OPERATION, FACILITIES AND STAFFING: Bidder shall provide a detailed profile of the business operation that will furnish goods and services to the Valley Regional Transit to include at least the following:

PART IV: SCOPE OF WORK

Contract for tires and tire related items and services for a two (2) Year period of time commencing May 1, 2017 (or date of award), with option to renew upon mutual agreement of both parties for an additional three (3) year period of time (a maximum of two (3) consecutive one-year renewals are possible).

The Tires FOB Point will initiate at Happy Day Transit Center, 5907 Cleveland Blvd., Caldwell, ID 83607

ITEMS: New virgin product Automobile, Small Truck, Medium Duty and Heavy Duty commercial tires and associated tire related items and tire related services including on-site fleet inspections at Happy Day Transit 5907 Cleveland Blvd., Caldwell, ID 83607. Also included as required herein are monthly inspections, recap tires, warranty services, road call response and installation of tires according the tire manufacturer's recommended procedures at the contractor's shop and road side emergency service locations. Valley Regional Transit (VRT) or its designee will issue individual releases (delivery or purchase orders) against this contract on an as needed basis. All tires furnished shall be of current production and of the latest design and construction per the bid originally accepted or agreed to in writing with VRT or designee thereafter. Under no conditions are tires to be furnished which have any documentation of safety problems with the NTSB (National Transportation Safety Board).

ADDITIONAL TIRES: VRT reserves the right to add additional vehicles and to remove existing vehicles from service at any time during the contract. Contractor agrees to furnish tires and tire-related services for additional vehicles that may be added during the term of the contract. Prices for such additional tires will be at discounts from Manufacturer's list as offered in the attached Price Schedule. Should vehicles be removed from service Contractor understands VRT will no longer require tires for vehicles removed from service.

MONTHLY INSPECTIONS: At least once per month and as otherwise may be mutually agreed a Contractor's

representative will visit VRT or its designee 5907 Cleveland Blvd., Caldwell, ID 83607 during routine business hours at a mutually agreed upon date and time and will speak with VRT or its designee's Maintenance Supervisor or designee regarding tire related issues. All work to be done as a result of Contractor's Monthly inspections or inspection of VRT or its designee fleet vehicles is to be pre-approved by the mechanic on duty prior to commencement of any work by the Contractor's personnel. During the Monthly Inspection the Contractor's representative(s) will:

- Contractor must immediately make VRT or its designee's front office personnel and Mechanic on-duty aware of their arrival on-site.
- Accept orders for tires and tire-related items and services on behalf of the Contractor.
- Deliver and install tires, rotate tires, deliver tire-related items and provide services previously ordered.
- Address other tire and tire related problems with VRT or its designee mechanic brings to Contractor's attention or provides on a written list. The printed list will include tire related problems that VRT or its designee personnel have become aware of since the last inspection. The representative will repair/replace the items noted on the list.
- Check the pressure of all tires on each of the available buses using an accurate tire pressure gauge in order to determine whether or not any of the tires are flat or have low pressure and will determine whether any of the tires have damage or unusual or excessive tire wear.
- As approved by the mechanic on duty the Contractor's representative(s) will complete repair and replacements of all tires determined to be defective or in need of repair or replacement.
- Contractor will provide sufficient personnel on-site in order to complete all the inspections and repairs/replacements before 5:00 PM. Any exceptions are to be approved by the Mechanic on duty before the Contractor's representative leaves.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications and supplemental specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to be used.

PRICE ADJUSTMENT CLAUSE: Contract prices shall remain firm for a minimum of twelve (12) months following commencement of the contract. After the first twelve (12) months, the Contractor may request a price adjustment. Request for price adjustment must be in writing and must be received by Valley Regional Transit no later than thirty (30) days prior to the effective date of the proposed adjustment.

- (a) The initial price adjustment will be based upon the percent change in the U.S. Department of Labor, Producer Price Index for Series ID: WPU071201; Not Seasonally Adjusted; Group: Rubber and plastic products; Item: Tires; Base Date: 5/2017; from the Base Month to the latest month for which the non-preliminary data is available at the time of VRT's receipt of the Contractor's request for price adjustment.
- (b) The Base Month for the initial price adjustment will be the latest month for which the non-preliminary data is available at time of contract award. The Base Month and appropriate PPI Index data for the base month will be provided to Contractor at time of award.
- (c) Subsequent price adjustments will be based on the percent change in the PPI from the latest previous change to the last month for which the non-preliminary data is available at the time of the requested price adjustment. Subsequent price adjustments, unless otherwise approved by Valley Regional Transit, will be no sooner than six (6) months following the preceding price adjustment.
- (d) Calculations for price adjustment shall always use the latest version of the published PPI data as of the date specified for such calculations. The data is available at: <http://www.bls.gov/ppi/home.htm>. Scroll to & click on: "Series Report"; Enter Series ID "WPU071201" then click on "Next" and then scroll to and click on "Retrieve Data."

- (e) Price adjustments per the above are applicable only to the tires and will be made by adjusting the Contract Prices for the tires by the same percentage as the change in the PPI, Series ID WPU071201 per the above. Price adjustments will not apply to tire-related items or services.
- (f) Price adjustments are subject to approval by Valley Regional Transit. Valley Regional Transit reserves the right to accept or decline any requested price adjustment, or, may decline contract renewal if a renewal is contingent upon Valley Regional Transit's acceptance of a price increase.
- (g) Any approved price adjustment is effective for new orders placed by ValleyRide on or after the effective date of the increase approved by Valley Regional Transit.
- (h) DECREASES: After the first year of the contract, Valley Regional Transit reserves the right to implement price decreases per the method described above. The Contractor agrees give to Valley Regional Transit the immediate benefit of any price decrease.

AVAILABILITY: All items offered must remain available through the contract until discontinued by the Manufacturer. Contractor shall provide year-round availability of product and shall offer notice to the Valley Regional Transit of discontinuation of contract products by the manufacturer and notice of replacement products no later than thirty (30) days prior to change. Pricing for replacement product will be comparable to discontinued product and adjusted up or down depending upon documented functional changes in the product. Acceptance of replacement products is optional on the part of Valley Regional Transit. Valley Regional Transit may purchase required items elsewhere in those cases where they determine a replacement item is not acceptable. Valley Regional Transit's shall have sole discretion as to whether or not a replacement product is acceptable.

STANDARDS: All tires shall be of quality not less than the tires and tubes normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, pickups, utility vehicles, vans, trucks and buses. Tires supplied must be marked with a "DOT" compliance symbol. Tires shall conform to all applicable Federal Specifications. Except for recap tires all tires furnished must be NEW and must have been produced or manufactured within the last one (1) year period of time prior to delivery to VRT or its designee.

All tires must have the size (including load range), manufacturer's name and D.O.T. number, serial number unique to the tire and date of manufacture molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

The Bidder must be a manufacturer or an authorized distributor for the manufacturer of the tires offered and must be authorized by the Manufacturer to provide warranty services for the tires offered and must be capable of supplying all tires & services required herein.

RECAP TIRES: Must use the Bandag, Goodyear, or Michelin tire casing inspection methods, capping methods and processes; the recap shall be by the latest technology and shall be by pre-cure or mold cure process. All recapped tires must be clearly marked to show they are recapped tires. Contractor will recap ValleyRide casings as required by ValleyRide. All recap tires must be one-use casings, must be casings of tires the tire manufacturer advertises as being suitable for recapping and the casing must have thoroughly inspected by the Contractor using Bandag, Goodyear or Michelin inspection protocol prior to being recapped. Tires not passing inspection must not be recapped. Contractor will not mount recap tires as steer tires. The tires being recapped will be tires removed from the Authority's buses, although an occasional casing may have to be purchased from the Contractor. Casings accepted for retreading shall not have any of the following:

- Ply separation.
- Exposed bead wire.
- Sidewall separation.
- Weather cracking, which will not pass inspection.
- Nail hole or injury which cannot be repaired using normal and common commercial practices.
- Casing over the age of four (4) years at time of inspection.
- Casing previously retreaded more than once."

Bidders not offering Bandag, Goodyear or Michelin recap procedures are to submit sufficient documentation to allow VRT to determine their procedures are equal to Bandag procedures as described by information available on-line from the Tire Retread Information Bureau, 591 Lighthouse Ave., Suite 15, Pacific Grove, CA 93950 @ <http://www.retread.org>, or equal to that of Goodyear or Michelin.

AUTHORIZED FULL-SERVICE LOCATIONS: The Contractor must have at least one (1) authorized full-service tire facility located within ten (10) highway miles distance of Caldwell, Idaho. The Contractor's authorized full-service tire facilities must provide the tires, installation, mounting, alignment, sectional repair, balancing, flat repair, roadside service, and preventive maintenance as required herein. Each full-service location nominated by the Contractor as an Authorized Full Service Location shall have sufficient staffing in order to allow all the work required herein to be done in a timely and professional manner.

SERVICING SUBCONTRACTORS: Servicing Subcontractor (may also include a Bidder/Contractor Authorized Full-Service Location whose ownership is different than the Bidder) means a Bidder authorized and Valley Regional Transit approved subcontractor who may provide local marketing support or other authorized services on behalf of the Bidder in accordance with the terms and conditions of the Contract. Unless authorized by the terms of the Contract, Servicing Subcontractors may not directly accept purchase orders or payments for products or services from Valley Regional Transit or its designee. The Contractor shall remain solely responsible for the performance under the terms and conditions of the Contract if Servicing Subcontractors are utilized. Servicing Subcontractors shall be named individually or by class in the Contract.

INSPECTION AND ACCEPTANCE OF WORK: VRT or its designee shall at all times have access to the work, whether it is in preparation or in progress. The Contractor's Authorized Full-service Locations shall provide proper facilities for such access and inspection.

VRT or its designee shall inspect the work upon completion or at a mutually agreeable time. If inspection reveals that there are apparent defects, damages, deficiencies or failure to conform to the contract requirements, the contractor shall promptly remedy the same at his/her own expense within 72 hours from the time of discovery.

EXCEPTIONS TO USE: VRT or its designee reserves the right to purchase tires and tire-related services elsewhere on an emergency basis where delivery or minimum order requirements (including shipments with prepaid freight charges added) are restrictive or burdensome.

DELIVERY LOCATIONS: Valley Regional Transit expects to receive the majority of their tires and services for VRT or its designee at 5907 Cleveland Blvd. Caldwell ID, but also will require tires and services at the Contractor's authorized full-service locations (may or may not require installation), and at roadside service locations on the VRT or its designee bus routes in Canyon County and in Ada County in Idaho. VRT or its designee will order tires and services as the need arises, will indicate at time of order where the tires or services are to be provided by the Contractor. To see the ValleyRide Ada and Canyon Counties, Idaho visit: www.valleyride.org, click on the Canyon County and Intercounty link to find descriptions of the Valley Ride Routes.

DELIVERY TIME: Minimally, the Contractor shall endeavor to have reasonable stocks of the tires (as listed on Price Schedule) available at the Contractor's Full-Service Location and available for immediate delivery. Roadside Service calls shall be dispatched within one (1) hour after request by ValleyRide. The availability of other tires not listed on the attached Price Schedule shall generally not exceed twenty (20) calendar days. Exceptions to these delivery requirements due to documented shortage or allocation shall be communicated to ValleyRide/Valley Regional Transit immediately upon receipt of the order so as to allow them the option of accepting the extended delivery time or canceling the order and ordering items elsewhere. Repeated and/or undocumented instances of shortages will result in termination of the Contract. VRT or its designee may opt purchase and store some small quantity of the required tires at the ValleyRide shop as a means of helping to prevent stock-outs, but the Contractor is responsible for maintaining sufficient stocks of tires as may reasonably be expected to be required to meet the needs of Valley Regional Transit at VRT or its designee.

WARRANTY: All tires furnished must be equivalent to specifications, requirements and products acceptable for use as original equipment; as determined by major automotive and equipment manufacturers. Tires must meet OEM specifications. All Heavy-duty truck tires shall be fully warranted as specified in the manufacturer's standard warranty and must have sufficient casing quality to assure they are suitable for retread at the end of the tire's new-tread service life (abnormal wear and tear excluded). In the event of failure of warranted tire(s), the Bidder shall issue full credit, adjustment or replacement, whichever is in the best interest of Valley Regional Transit and in accordance with the Contractor's or the Manufacturer's standard warranty. Such full credit, adjustment or replacement shall be within thirty (30) calendar days of presentation of the tire(s) to the Contractor at 5907 Cleveland Blvd. Caldwell ID or the Contractor's Authorized Full-service Location, whichever is the most convenient to Valley Regional Transit. All tires furnished are to be new and free of any defects in workmanship and material for the lifetime of the tread; any replacement cost shall be calculated using contract prices in effect at time replacement is requested.

INVOICING REQUIREMENTS: Invoices shall reflect Contract prices in effect on the date the order was written. Contractor's Authorized Full-service Location is to render invoices as instructed per the individual purchase orders.

Contractor's invoice is to include the purchase order number, the unit price & extended unit price and item description for all items. Invoice must be received within ten (10) working days after receipt of service or delivery of product.

MONTHLY/QUARTERLY RECORDS/REPORTS: To assist the Valley Regional Transit in its planning, quality control, and determination of contact usage, it is understood and agreed the Contractor is required to establish a relational database or other sales tracking system from which to produce regular (monthly) reports to Valley Regional Transit. The Contractor shall maintain and furnish on a monthly basis the following records/reports:

For each purchase or transaction the Contractor will maintain a record of and be able to report all the following information:

1. Date of each order
2. The Invoice Number
3. Name of the Contractor's Full-Service facility providing the service.
4. Description of Items and Services provided during the month including the tire Manufacturer's Name, the Tire Manufacturer's Item Numbers, the Tire Model and size and including a description of the services provided.
5. Quantities of each item purchased
6. Unit Prices and extensions of Unit Prices.
7. Location of purchased tire by vehicle
8. Delivery or installation address

The Contractor shall provide promptly to Valley Regional Transit prior to the last day of the month following the end of a calendar month a detailed summary report of all products and services that were purchased during the previous month (see Items 1-8 above). The Contractor and Valley Regional Transit shall mutually agree upon the report format.

Monthly reports will be submitted no later than the 15th day of the month following the service provided. The monthly report will be submitted with the invoice for work completed the month prior.

Definition of Manufacturer: This is the manufacturer or producer of the tires to be offered. It will generally be the name stamped, embossed, or otherwise imprinted on the tire sidewall. Examples include Goodyear, Bridgestone, Michelin, BF Goodrich and Firestone just to mention a few.

DEFINITION OF BRAND: This will be the tire names within a Manufacturer's tire line, such as Goodyear's brands Wrangler and Assurance, or Michelin's XZE Radial, Firestone's Transforce AT, Firestone FS560 Plus, Michelin's MXV4, Michelin XZA2, Bridgestone R250F, and Bridgestone R250ED are examples. The term "Brand" for purposes of these bid specifications does NOT apply to alternate manufacturers of tires owned by the same company, such as Uniroyal or BF Goodrich that are owned by Michelin.

STORAGE PRIOR TO DELIVERY: Contractor and any of its Authorized Full Service Locations (Servicing Subcontractors) will at all times follow all recommendations of the manufacturer regarding proper stacking and storage of tires.

MINIMUM ORDER QUANTITY: One (1) each, any tire or any required service as defined herein.

RIGHT TO INSPECT: ValleyRide/Valley Regional Transit reserves the right to inspect all items at time of delivery prior to acceptance and reserves the right to refuse acceptance of any item that does not conform in all respects to the minimum specifications as described herein. Contractor will bear all costs of removal of unacceptable tires or other items Contractor supplied items.

INSTALLATION SERVICES: Contractor shall provide the required tires, all personnel, labor and equipment necessary to provide complete and timely tire sales and related services as required herein by Valley Regional Transit. The Contractor's named Full-Service Locations will perform installation, maintenance, repair, and related support services as required herein.

Tires purchased from the Contractor, inventoried by the purchaser and installed by the Contractor at a later date are subject to the Mounting Fee.

Contractor's authorized full-service locations named in this contract will also provide installation, repair, balancing and other related services for Valley Regional Transit's fleet of existing tires and tires substantially similar to the ones required herein but which may have been purchased from others. These services will be at rates for the similar items

as priced herein, or the rates as mutually agreed upon by both parties at the time of the required service, or the posted shop rates, whichever is lower.

PART V: PRICE SCHEDULE

This section will provide fully burdened pricing including all capital, if any, and operating costs associated with fulfilling the requirements of the Contract, such as rent, salaries, benefits, utilities, supplies, overhead, licensing, insurance, start-up costs, transportation costs, etc. All costs necessary to provide the required items/services per the terms and conditions of this RFB and any resulting purchase order/contract must be included in the price being offered. If the Bidder does not identify and price any additional items that are or might be necessary in order to meet the minimum requirements of this solicitation Valley Regional Transit must consider that there are no other items required, or that the Bidder intends to provide them at no additional charge. The Bidder's Proposal shall be firm for at least ninety (90) days to allow VALLEY REGIONAL TRANSIT adequate time for progression through award.

NOTE: Bidder may offer higher Max Speed Rated tires.

Group A: RADIAL, COMMERCIAL TIRES, Highway Tread, BSW, Tubeless, casing must be suitable for retread per Manufacturer's published information.

ITEM #	Description	Quantities	Unit Price
A-1	LT 225/75 R16/E	24	\$_____ /Each
	Design: All-Position and All-season or All terrain type Minimum two (2) steel belts, or Polyester/Steel/Nylon construction.		
	Load Range: E		Manufacturer: _____
	Max Speed Rating: At least Q		Brand: _____
	Minimum Tread Depth: 16/32		Manufacturer's Item # _____
	Max Load, single: 2680 @ 80		
	Max Load, dual: 2470 @ 80		
	Approved rim width: 6.0 inches		
A-2	Group A tires installation:	172	\$_____ /per tire.
	Installation is to include removal of tire & wheel from vehicle, dismounting of the old tire, mounting of the new tire, re-installation of the new tire & wheel on vehicle and disposal of the dismantled tire (as directed by Valley Regional Transit at time of installation).		
A-3	Additional charge for Spin Balance	172	\$_____ per tire
A-4	Additional charge for New Valve Stem	172	\$_____ per tire
A-5	Additional charge for Siping by Contractor	172	\$_____ per tire
A-6	Additional charge for powder-coating of wheels:	24	\$_____ per wheel

GROUP B: RADIAL, COMMERCIAL TIRES, Radial, Highway Tread, BSW, Tubeless.
All Group B tires must be suitable for retread per the manufacturer's published information.

B-1	225/70 R19.5	24	\$ _____/Each	
	Design: All-position, radial, curb guards, high-scrub compound, 12-ply minimum, steel belts.			
	Load Range	G	Manufacturer:	_____
	Max Speed Rating:	At least 68 MPH		
	Min. Tread Depth:	15/32	Brand:	_____ Min.
Tread Depth:		15/32		
	Max load (single)	3970 (G)	Manufacturer's Item #	_____
	Max load (dual)	3750 (G)		
	Approved rim width:	6.75 inches		
B-2	305/85 R22.5 or 315-80 R22.5	64	\$ _____/ EA	
	Michelin XZU3, or equals per the following: Design: All wheel position radial optimized for urban operations involving frequent stopping/starting.			
	Load Range	J	Manufacturer:	_____
	Max Speed Rating:	At least 65 MPH		
	Minimum Tread Depth:	26/32	Brand Name:	_____
	Approved Rims:	8.25 & 9.00		
	Max load (single)	7830 @ 120	Manufacturer's Item #	_____
	Max load (dual)	7160 @ 120		
B-3	Group C Tires Installation:	96	\$ _____ per tire.	
	Installation is to include removal of tire & wheel, dismounting of the old tire, mounting of the new tire, re-installation of the new tire & wheel and disposal of the dismantled tire (as directed by ValleyRide at time of installation).			
B-4	Spin Balance	96	\$ _____/ per tire	
B-5	New Valve Stem	96	\$ _____/ per tire	
B-6	Additional charge for Siping	36	\$ _____/ per tire	
B-7	Transit Recap Minimum 21/32"	36	\$ _____/each	
B-8	* Credit for return of ValleyRide casing	24	\$ _____/each	

NOTE:*B-8 is a casing suitable for retread but one ValleyRide does not wish to have recapped. The Contractor may use as they see fit (the credit will be deducted for bid evaluation purposes).

C. ADDITIONAL ITEMS AND/OR SERVICES: Discount percentages offered will be used by ValleyRide to determine prices for additional tires of different sizes (C-1), and/or brands (lines) (C-2), than those not individually priced in the above tire group pricing schedules. Other services will be priced as listed below. ValleyRide/Valley Regional Transit reserves the right to purchase any of the additional items and/or services as the need arises.

C-1 DISCOUNT from Published List Price for additional tires of different sizes than those specifically priced above. Each Group below must be the **same Manufacturer, same brand (line) and Item** tires as those offered for Groups A through C above differing only in tire size. Discount offered should be same discount from Mfg's list as that used to calculate the prices for the specifically priced A – C items. **Prices for installation, valves stems, balancing, etc. will be the same as priced above for the Groups A, B & C tires.**

Group A: _____%

Group B: _____%

Group C: _____%

C-2 DISCOUNT from Manufacturer's published List Price for additional tires not specifically priced above for the Groups. C-2 items must include all the sizes specifically required for the Groups as listed above, must be the **same manufacturer** as the specifically priced tires above, must be of equal or better minimum quality standards as those offered above for Groups A & B. These items may be a different Brand (line), or Tires Series than those priced above for Groups A through C. **Prices for installation, valves stems, balancing, etc. will be the same as is priced above for the Groups A, B & C tires.**

Group A: _____% Brand/Description: _____

Group B: _____% Brand/Description: _____

Group C: _____% Brand/Description: _____

C-3 DISCOUNT from Manufacturer's published List Price for additional tires other than those above. May be **other manufacturers or other Brands (lines)**. These tires must be of equal or better minimum quality standards as those offered above for Groups A, B & C. **Prices for installation, valves stems, balancing, etc. will be the same as is priced above for the Groups A, B & C tires.**

Group A: _____% Manufacturer/ Brand/Description: _____

Group B: _____% Manufacturer/ Brand/Description: _____

Group C: _____% Manufacturer/ Brand/Description: _____

D. ROADSIDE SERVICE: Contractor Authorized Service Location(s) will provide complete twenty-four (24) hour roadside service. Contractor shall provide twenty-four (24) hour toll-free hotline telephone number(s) for ValleyRide/Valley Regional Transit use in the event roadside service is requested under the terms of the Contract. In the event Contractor is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, ValleyRide/Valley Regional Transit reserves the right to procure the goods and/or services elsewhere. Repeated failure to perform shall be a breach of contract and constitute grounds for contract termination. Dispatch response time shall occur within one (1) hour of notification by ValleyRide/Valley Regional Transit personnel.

Additional Charge for Roadside Service on VRT or its designee Bus Routes:

D-1 Flat Rate \$_____ (Normal Business hours)

D-2 Flat Rate \$_____ (Other than normal business hours)

Explanation: _____

Dispatch Response Time: _____ after receipt of notice.

D-3 ALIGNMENT SERVICES: Contractor shall provide standard vehicle alignment services.

A. Alignment for Automobile & Small Truck: \$ _____ per Vehicle

: \$ _____ per Vehicle

B. Alignment for Light Truck/Van \$ _____ per Vehicle

C. Alignment for Large Commercial Vehicle \$ _____ per Vehicle

D-4 ADDITIONAL MISCELLANEOUS SERVICES: When required by ValleyRide/Valley Regional Transit the Contractor shall provide the following additional miscellaneous services.

AUTOMOBILE & SMALL TRUCK

- a. Mounting/Dismounting cost per tire: \$ _____ *
- b. Spin-Balancing cost per tire: \$ _____ *
- c. Valve Stems, cost per tire: \$ _____ *
- d. Patching cost per tire: \$ _____ **
- e. Rotation cost per tire: \$ _____ **
- f. Install snow tires, cost per tire: \$ _____ **

LIGHT TRUCK & VAN TIRES

- a. Mounting/Dismounting cost per tire: \$ _____ *
- b. Spin-Balancing cost per tire: \$ _____ *
- c. Valve Stems, cost per tire: \$ _____ *
- d. Patching cost per tire: \$ _____ **
- e. Rotation cost per tire: \$ _____ **
- f. Install snow tires, cost per tire: \$ _____ **

COMMERCIAL TIRES

- a. Mounting/Dismounting cost per tire: \$ _____ *
- b. Spin-Balancing cost per tire: \$ _____ *
- c. Valve Stems, cost per tire: \$ _____ *
- d. Patching cost per tire: \$ _____ **
- e. Rotation cost per tire: \$ _____ **

* Applies only if tire is not installed at time of purchase.

** Balancing, rotating, patching and valve stems include any required dismounting and mounting and re-installation. Install snow tires price listed includes dismounting, mounting, wheel switch & balance.

D-5. CONTRACTOR AUTHORIZED FULL SERVICE LOCATIONS

A minimum of one (1) location is required

Center Name: _____

Center Name: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Manager: _____

Manager: _____

Service Phone #: _____

Service Phone #: _____

Comparable Professional Experience: Bidder shall provide evidence of at least three (3) years of successful professional experience performing services comparable to those required under this contract.

PART VI: FORMAT OF BIDDER'S BID

Bidder's submitted Bid must include one (1) signed, sealed and complete original and one (1) additional copy of the original. The original and the copy must include the following:

- 1) Coversheet of this Bid, See **Page # 1**, above, with Bidder's name at bottom of sheet.
- 2) A completed **Part V**, PRICE SCHEDULE.
- 3) Bidder's Information and Certification (**Part VII**) with official signature(s) and date(s).
- 4) Certifications and Affidavit (**Part IX**) with official signature(s) and date(s).
- 5) Copies of Certificates of Insurance showing that the Required Coverage is in force. (See Part II, § 8, INSURANCE, Required Coverage, see Pages #4 & 5, above. Certificates shall name ValleyRide/Valley Regional Transit as an additional insured. The certificate(s) shall clearly state who the provider is, the coverage amount, the policy number and when the policy and provisions provided are in effect. **NOTE:** The required Proof of Insurance must be supplied not later than ten (10) days after receipt of request from Valley Regional Transit. See Insurance, Page # 4, above.
- 6) Register to do business with the U.S. Government on the System for Award Management; www.sam.gov (The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM.)

PART VII: BIDDER'S INFORMATION & CERTIFICATION

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA(S):

ADDENDA	DATE
1.	
2.	
3.	
4.	

The undersigned certifies as follows:

- (1) That he/she has read and understands all requirements and specifications of the proposal invitation; and
- (2) That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
- (3) That he/she will furnish the designated items(s) and /or service(s) as quoted in the Proposal; and
- (4) That he/she certifies under penalty of perjury that the Bidder is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
- (5) 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: _____

Name of Company: _____

Firm's Address: _____

Firm's Telephone: _____ Fax: _____

Contact Person and Title: _____

Contact Phone: _____ Contact fax: _____ Contact e-mail: _____

Project Manager Name (if different from Contact Person): _____

Address where correspondence should be sent: _____

Address where Payments should be sent: _____

Listing of major sub-consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's; attach additional sheets if necessary):

Bidder understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Bid. If a Contract Agreement is not contained within this Proposal Packet, then the Purchase Order, Purchase Order Terms and Conditions, this RFB Packet, and the Bidder's response will constitute the contract in its entirety.

Bidder understands that this proposal constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. Bidder agrees to deliver to Valley Regional Transit the required insurance certificates within ten (10) calendar days of the notice of award.

Prime Offeror, Company Name: _____

Prime-Offeror's Signature

PART VIII, FTA REQUIRED CLAUSES

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

2. **DISPUTES:**

Performance During Dispute – Unless otherwise directed by Valley Regional Transit, Contractor 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 Valley Regional Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction 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 Valley Regional Transit or Contractor 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 Contractors - Neither Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidder list maintained by the United States government.

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

4. **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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color,

creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

5. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (applicable only to contracts in excess of \$100,000): Contractor 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. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

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

Transit Vehicle Manufacturers - Transit vehicle manufacturers must certify compliance with DBE regulations.

7. CONFLICT OF INTEREST: No employee, officer, or agent of Valley Regional Transit shall participate in selection

or in the award or administration of a contract if a conflict of interest real or apparent, would be involved. Such a conflict would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner, or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. Valley Regional Transit's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties of sub-agreements.

8. 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 Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

9. FEDERAL CHANGES (49 CFR Part 18)

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

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

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

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

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts - Applicable to all contracts.

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

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

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

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts –

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

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

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

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

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

13. FLY AMERICA

Fly America Requirements: Contractor 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 contractors 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. Contractor 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PART IX: CERTIFICATIONS & AFFIDAVIT Bidder is 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.

Buy America Certification

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.
Certification of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49CFR Part 661:

Date: _____
Signature: _____
Title: _____
Company Name _____

Certification of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. (j)(2)(B) or (j)(2)(D) and the regulations and the regulations in 49CFR 661.7.

Date: _____
Signature: _____
Title: _____
Company Name _____

The Buy America requirements apply to all contracts for rolling stock, steel, iron, or manufactured products with a value greater than \$100,000. For these contracts, the grantee must obtain a certification of compliance or non-compliance with the Buy America requirements with each bid or offer. If the bidder or offeror is not able to comply by using the requisite American content and certifies non-compliance, it may qualify for a waiver, which the grantee must request before award. FTA may grant a waiver if it is found that it is in the public interest, there are no U.S. products available, or there is a 25 percent price-difference between the foreign and domestic products.

CONFLICT OF INTEREST AFFIDAVIT

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

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

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

- A. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and
- B. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Valley Regional

Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name

By: _____

(seal)

Title: _____

LOBBYING CERTIFICATION

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

The Bidder or 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.

Signature of the Bidder or Offeror's Authorized Official _____

Name, Title of the Bidder or Offeror's Authorized Official _____

Date _____

CERTIFICATION OF LOWER-TIER PARTICIPANTS

Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion

For use by sub-contractors who submitted proposals to the prime contractor in an amount equal to or greater than \$25,000. The (firm name/principal) certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by any Federal department or agency. If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The (firm name/principal) certifies or affirms the truthfulness and accuracy of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official _____

CERTIFICATION OF DRUG FREE WORKPLACE

I, _____ (name of authorized official), hereby certify on behalf of (name of company) that the CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Federal Requirements in matters relating to providing a drug-free workplace.

The CONTRACTOR and all Sub-Contractors will therefore:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Federal Requirements.
2. Establish a Drug-free Awareness Program, as required by Federal Requirements, to inform employees all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The firm's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and;
 - d. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Federal Requirements, that every employee who works on the proposed contract:

- a. Will receive a copy of the firm's drug-free policy statement, and;
- b. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____ (name of authorized official), hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of Idaho.

Executed this _____ day of _____, 2017.

Signature of Authorized Official Title _____