

Valley Regional Transit
700 NE 2nd Street
Meridian, ID 83642

REQUEST FOR BIDS
NAMPA BUS WASHING
Solicitation No. RFB 2017-03-28

Date Issued: Tuesday, March 28, 2017

Questions Due: Tuesday, April 4, 2017

Bids Due: Tuesday, April 18, 2017 by 12:00 PM MT

Item Description: A Contract for washing of vehicles at the Happy Day Transit Center at a mutually agreed upon time every other Saturday at 5907 Cleveland Blvd., Caldwell, ID 83607

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).

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Letter of Transmittal



March 27, 2017

Dear Bidder:

MV Nampa Transit Company dba ValleyRide is seeking qualified bid respondents to provide bus washing services at our transportation facility located at 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 18, 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 I: BACKGROUND, BIDDING INFORMATION & CONDITIONS

BACKGROUND

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

BIDDING INFORMATION/CONDITIONS

1. **GENERAL:** These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Offerors should review the proposed contract agreement and any supplemental documents attached to this agreement. All the terms and conditions of the agreement are binding on the successful Offeror. Failure to comply may subject the Offeror to immediate rejection. Valley Regional Transit reserves the right to determine whether any offer complies with the requirements as stated in this document.
2. **BIDDER/OFFEROR RESPONSIBILITY:** Valley Regional Transit has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Offeror represents that it has investigated and agreed to all terms and conditions of this RFB.
3. **AVAILABILITY OF RFB PACKETS:** Packets may be requested at Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642; phone 208-258-2795, or on Valley Regional Transit's website: www.valleyregionaltransit.org
4. **BIDDER'S OFFER TO VALLEY REGIONAL TRANSIT:** Offerors are expected to thoroughly examine the scope of work, terms, and conditions of the RFB. Offeror's terms, conditions, and prices shall constitute a firm offer to Valley Regional Transit that cannot be withdrawn by the Offeror for ninety (90) calendar days after the RFB closing date unless a longer time period is specified by Valley Regional Transit elsewhere in the RFB document.
5. **DELIVERY OF OFFERS TO VALLEY REGIONAL TRANSIT:** Your Sealed Manual Bid offer must be received at Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 **not later than 12:00 PM MST, April 18, 2017**. Your offer may either be hand delivered, US Mailed or carrier shipped. **Faxed offers are not acceptable.**
6. **SIGNED BIDS:** All original bids **must be signed in ink**. Bids not so signed will be disqualified and considered non-responsive.
7. **LATE BIDS:** Offers received after the date and time indicated herein shall not be accepted. Requests for extensions of the bid closing date or time will not be granted. Senders mailing bids should allow sufficient mail time to ensure timely receipt of their bids before the deadline, as it is the sender's responsibility to ensure their bid arrives before the Responses Due date and time.
8. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may not be modified after the closing date. Bids may be withdrawn by senders before bid closing date upon written request of the official who is authorized to act on behalf of the sender.
9. **INQUIRIES, CORRESPONDENCE, REQUESTS FOR CHANGES OR CLARIFICATION:** Questions concerning the RFB are due no later than Monday, April 4, 2017 12:00 PM MST. Vendors shall notify Valley Regional Transit of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. All questions and requests for clarification or modifications of the RFB shall be made in writing sent by email to khiggs@valleyregionaltransit.org, mailed to Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642.

To provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to Valley Regional Transit and the advantage to Valley Regional Transit of the proposed change.

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

a. Bidders shall consider all addenda and any/all resulting Bidder cost adjustments or other changes resulting from said addenda must be included in their bids.

b. Any Bidder who contacts and receives information regarding this bid from any other source risks disqualification for violation of the procedures established to ensure that this bid is conducted fairly and equitably.

c. Bidder shall notify Valley Regional Transit, Grants and Compliance Administrator, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or khiggs@valleyregionaltransit.org (FAX: 208-846-8564) of any ambiguity, inconsistency or error that they may discover upon examination of the bid documents.

d. Any interpretations, corrections or changes of this document will be made by written addenda which will be issued via email to all RFB holders of record and posted with the original solicitation on the Valley Regional Transit website at www.valleyregionaltransit.org. Any interpretations, corrections or changes of this document made in any other manner will not be binding and Bidders are not to rely on them.

11. BIDDER RESPONSIBILITY: Bidder responsibility is required under this RFB. Each Bidder must include all professional services, provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein and/or necessary in order to supply the items and perform the services required. The Bid shall be complete and specific in every detail.

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

13. EVALUATION CRITERIA AND AWARD OF CONTRACT: The award of the contract will be made to the lowest responsive and responsible Bidder whose proposal is most advantageous to Valley Regional Transit. Award may be made without negotiation or discussion of bids received; bids should be submitted initially on the most favorable terms possible.

(A) Selection of the successful bidder will be based on information provided in response to the RFB including evaluation of bids according to Valley Regional Transit specified criteria including cost, consideration of any exceptions taken to Valley Regional Transit proposed contract terms and conditions, and may include qualifications and experience of the bidder and information provided by any required references for whom work of a similar nature has been done.

(B) If a single bid is received in response to this RFB, Valley Regional Transit will be required to perform a detailed cost/price analysis in order to award the contract. A Proposal Evaluation/Negotiation Committee will perform the overall evaluation process.

(C) Valley Regional Transit may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible Bidder. In addition to any other negotiation criteria described herein, Valley Regional Transit may negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. If negotiations are unsuccessful, they shall be formally terminated and Valley Regional Transit may undertake negotiations with the next ranked submitting vendor.

(D) Evaluation Criteria: Subject to the above conditions award will "All -or- None" to the lowest responsive and responsible bidder based on Grand Total of Extended Unit Prices bid.

14. VALLEY REGIONAL TRANSIT PREROGATIVE: Valley Regional Transit reserves the right to contract with any single firm or joint venture responding to this RFB (without performing interviews), based solely upon its

evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFB does not commit Valley Regional Transit to negotiate a contract, nor does it obligate Valley Regional Transit to pay for any costs incurred in preparation and submission of bids or proposals or in submission of a contract. Valley Regional Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Valley Regional Transit: (1) to reject any or all of the bids or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFB.

- 15. EXECUTION OF CONTRACT:** All required bonds and insurance certificates (see Part V § 9, Insurance, below) must be received at Valley Regional Transit's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by Valley Regional Transit. In the event the apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.
- 16. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD:** If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2) U).
- 17. PROTESTS BEFORE BID OPENING:** Written objections to specifications or other bid procedures must be received by Valley Regional Transit at least three (3) business days before the date and time upon which bids are scheduled to be received (Idaho code, 67-2806 (2)(c)).
- 18. NONDISCRIMINATION:** Valley Regional Transit will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.
- 19. ALTERATION OF BID 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 bid or proposal.
- 20. OFFERS TO BE IN THE ENGLISH LANGUAGE:** Offers submitted in response to this solicitation shall be in the English language. Offers received in other than the English language shall be rejected.
- 21. OFFEROR RESPONSE, No Additional Terms and Conditions:** Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents attached as part of an Offeror's response. In signing and submitting its bid, an Offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with Valley Regional Transit's terms and conditions including those requiring information that must be submitted with a bid shall be grounds for rejecting a bid.

PART II: DEFINITIONS

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-Officer will negotiate a start date, performance measures, billing format, and reporting.

Bidder, Offeror or Prime-Officer: The Bidder, Offeror or Prime-Officer 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-Officer is responsible for all Sub-Officers 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 Agreement.

Sub-Officer: Is the subcontractor for which the Bidder, Offeror or Prime-Officer 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.

PART III 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 #8, 9 & 10, 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 no later than ten (10) days after receipt of request from Valley Regional Transit.

PART IV: 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

Date

PART V: SPECIAL CONTRACT TERMS AND CONDITIONS

1. **SUBCONTRACTING:** The requirement for Prime-Offeree responsibility does not prohibit Sub-Offeree or joint ventures provided that the successful Prime-Offeree assumes the following responsibilities: (1) serves as the sole general Prime-Offeree with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Offerees, 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-Offeree 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-Offeree under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Offeree 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 or 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 to 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.

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.

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, and \$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.

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

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.

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.

10. 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.

11. INVOICING: The awarded Bidder will submit all invoices, with supporting documentation to: ValleyRide , Attn: Accounts Payable, 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.

12. 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.

13. 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.

14. 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-Officer is responsible for all Sub-Officer 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 Agreement.

Sub-Officer: Is the subcontractor for which the Bidder, Officer or Prime-Officer 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.

15. **CURRENCY:** All payments are payable in US dollars.
16. **STOP WORK ORDER:** Any "Stop Work Order" given to Awarded Officer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Officer and/or their assigns.
17. **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. 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 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:

ValleyRide
Attn: Accounts Payable
5907 Cleveland Blvd.
Caldwell, ID 83607

PART VI: SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

METHOD OF AWARD – Award will be “ALL or NONE” to the lowest responsive and responsible Bidder based on the Grand Total amount.

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 VII: SCOPE OF WORK

- Washing of vehicles (Exhibit A) will be done every other Saturday at a mutually agreed upon time at Happy Day Transit Center, located at 5907 Cleveland Blvd., Caldwell, ID 83607.
- Contractor personnel will contact ValleyRide authorized personnel the day prior to vehicles scheduled wash to confirm. ValleyRide authorized personnel will move vehicles to an appropriate spot on the paved parking lot prior to each vehicle being washed by the Contractor, if needed.
- Prior to commencing washing of the vehicles the Contractor will place barriers in appropriate location(s) so as to catch run-off including all grit, road grime, sand and oil, in order to prevent it from remaining on or leaving the parking lot
- Contractor will collect, remove and dispose of bus wash run-off which is considered 'processed wastewater". All bus wash run-off is to be disposed of within the City limits of Caldwell, Nampa, Meridian, or Boise, ID. Contractor is responsible for disposal of the bus wash run-off per the applicable city's rules & regulations. It is the Contractor's responsibility to meet all applicable City, County, State and Federal rules and regulations regarding disposal of processed waste water.
- Contractor must have the ability to wash the buses in all types of weather. Contractor must be available as needed. Scheduling to be mutually agreed to by ValleyRide, In the event of a conflict, the contract administrator shall have the final say.
- Contractor will wash exterior surfaces of the vehicles including all windows with clean water containing a car wash type detergent. Contractor will use an appropriate soft brush to remove dirt and road grime. Contractor will rinse each vehicle immediately after it is washed. Rinse water will contain an appropriate car-wash type rinse agent to reduce surface tension of water so as to minimize spotting.
- It will not be necessary for Contractor to use detergent or brushes on the roofs of any of the buses but Contractor must attempt to spray the roofs of the buses to remove dirt or dust accumulations.
- The contractor must wash the roof of all truck and automobiles using car wash type detergent and soft brush. Contractor will rinse each truck and automobile immediately after it is washed. Rinse water will contain an appropriate car-wash type rinse agent to reduce surface tension of water so as to minimize spotting.
- ValleyRide reserves the right to not have the vehicles washed at a regularly scheduled wash day and if so will provide the Contractor with at least three (3) working days' notice via email or telephone call prior to the wash being cancelled. Contractor will not charge ValleyRide for services for a cancelled wash. If a Saturday wash is cancelled by ValleyRide as described above the normal two-week schedule will resume the next Saturday following the cancelled wash.

FLEET LIST

- Up to Seven (7) 40' Gillig Transit Buses
- Up to Seven (7) 33' Ford F-550 Straight Truck Based Cutaway Buses
- Up to Three (3) 29' Ford E-450 Cutaway Van Based Buses
- Up to Two (2) 21' Ford E-450 Cutaway Van Based Buses

- Up to One (1) 21' Ford E-350 Cutaway Van Based Bus
- Up to One (1) Full Size Pick-up Truck
- Up to Two (2) Conventional Automobiles or Small SUV

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 ordering agency's 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.

RECORDS/REPORTS: To assist ValleyRide in its planning, quality control, and determination of contract usage, it is understood and agreed the Contractor is required to establish a relational tracking system from which to produce regular (monthly performance) report to ValleyRide. This performance report will be included with invoice for verification of number of vehicles being washed. General Manager should sign off on this report prior to submitting reimbursement request.

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

1. Date of order.
2. The Invoice number.
3. Name of the Contractor's facility providing the service.
4. Description of Services provided including the asset numbers of the vehicles.

PART VIII: PRICE SCHEDULE AND FLEET PRICING SCHEDULE LIST

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.

FLEET PRICING SCHEDULE LIST

Price offered must be a fully burdened price 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, freight, delivery, etc. The Prime-Offendor's offer and price shall be firm for at least ninety (90) days to allow VALLEY REGIONAL TRANSIT adequate time for award progression.

Contractor's offer and price must also be firm for the term of the Contract. Offers received without the completed Price Schedule and Offeror's Information and Certification are incomplete, cannot be evaluated, will not be considered and must be rejected. Prices shall be "FOB Destination" to ValleyRide. At contract commencement the address shall be 5907 Cleveland Blvd., Caldwell, ID 83607 Contractor will not charge for any buses not washed unless expressly stated in this RFB or the final contractual agreement.

<u>ITEM #</u>	<u>SATURDAY WASHES</u> <u>ITEM DESCRIPTIONS</u>	<u>UNIT PRICE</u>	<u>QTY</u>	<u>EXTENDED</u> <u>TOTALS</u>
1.	Wash up to seven (7) 40 ft. transit buses:	\$ _____/Ea.	X 7=	\$ _____
2.	Wash two (2) conventional automobiles or small SUVs:	\$ _____/Ea.	X 2=	\$ _____

- 3. Wash one (1) full size pickup: \$ _____/Ea. X 1 = \$ _____
 - 4. Wash up to seven (7) straight truck based F-550 Cutaway 33' Buses \$ _____/Ea. X 7 = \$ _____
 - 5. Wash up to three (3) - 29 foot Ford E-450 Cutaway Van based buses. \$ _____/Ea. X 3 = \$ _____
 - 6. Wash up to two (2) 21 foot – Ford E-450 Ford E-450 Cutaway Van based buses. \$ _____/Ea. X 3 = \$ _____
 - 7. Wash up to one (1) - 21 foot Ford E-350 Cutaway Van based buses. \$ _____/Ea. X 3 = \$ _____
- GRAND TOTAL:** \$ _____

a. Describe any additional costs (attach additional sheets if necessary): _____

REQUIRED REFERENCES

Bidder is to provide a list of four (4) firms currently using your firm's MSDS management system for services substantially similar to those being required herein for ValleyRide. For each reference provide a contact name and contact information sufficient to allow ValleyRide to contact the firm and receive a reference regarding their satisfaction with the system provided them by your firm.

Responses received without the required references cannot be considered and will be disqualified.

BIDDER (Company) Name: _____

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: _____

4. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

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

- 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.
3. 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.

PART X: CERTIFICATIONS & AFFIDAVIT

Bidder is to complete as indicated below

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 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: _____

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 _____