



700 N E 2nd Street, Suite 100

Meridian, ID 83642

Request For Proposal

Solicitation No. RFP 2017-03-29

ITEM: VRT websites consolidation/redesign

Date Issued: Tuesday, March 28, 2017

Last Day for Questions (via email only): Noon (MDT) Tuesday, April 11, 2017

Responses Due: Proposals must be received at the delivery address shown below by: 5 p.m. MDT Tuesday, April 18, 2017

Project Description: Valley Regional Transit (VRT) is requesting proposals from qualified Website Developers to consolidate/redesign three websites (www.gorideidaho.org, www.valleyride.org and www.rideline.org) into a one-stop shop (rideline.org) for information about the various public and alternative transportation options in Ada and Canyon counties. The successful bidder also will be tasked with updating www.valleyregionaltransit.org website to the latest version of DotNetNuke (current version is 7.00.02).

Agreement Terms: Completion of Scope of Work within 45 days after notice to proceed is issued.

Proposer/Offeror (Company) name: _____

CONTENTS

PART 1—BACKGROUND INFORMATION AND GENERAL CONDITIONS..... 4-10

1.1 General..... 4

1.2 Proposer Responsibility 4

1.3 Availability of Proposal Packets 4

1.4 Proposer’s Proposal to Valley Regional Transit 4

1.5 Bidder Response, No Additional Terms and Conditions 5

1.6 Delivery of Proposals to Valley Regional Transit 5

1.7 Late Proposals..... 5

1.8 Withdrawal or Modification of Proposals..... 5

1.9 Inquiries, Correspondence, Requests for Changes or Clarification 5

1.10 Addenda..... 6

1.11 Protests Before Responses Due Date 6

1.12 Experience and Qualifications 6

1.13 Prime-Proposer Responsibility..... 6

1.14 Subcontracting..... 6

1.15 Intent to Award Letter 7

1.16 Protest of Proposer Selection or Contract Award 7

1.17 Protests after Award..... 7

1.18 Negotiations (Professional Services Agreement) 7

1.19 Negotiations (Task Orders) 7

1.20 Cost/Price Analysis..... 8

1.21 Valley Regional Transit Prerogative 8

1.22 Invoicing 8

1.23 Guarantee 8

1.24 Execution of Contract 8

1.25 Disadvantaged and Women’s Business Enterprises 8

1.26 Nondiscrimination 9

1.27 Taxes 9

1.28 Request for Copies of Proposer’s Proposals..... 9

1.29 Public Records/Confidential Information 9

1.30 Financial Statements..... 9

1.31 Materials Submitted 9

1.32 Minimum Order Quantities 9

1.33 Stop Work Order 9

1.34 Contract Administration 9

PART 2—Scope of Work 10-12

2.1 Background..... 10

2.2 Goals 10

2.3 Scope of Work.....10-12

PART 3—Written Responses	12-13
3.1 Experience of the Firm and Staff.....	12-13
3.2 Project Coordination/Communication/Changes/Cost & Quality Control.....	13

PART 4—Offerer’s Information and Certification

- Addenda Acknowledgement
- Company Information
- Government-Wide Debarment and Suspension
- Conflict of Interest Affidavit
- Lobbying
- Certificate of Small Business Status
- Non-Disclosure Agreement

Exhibits

- A** Professional Services Agreement
- B** Task Order Form

PART 1—BACKGROUND INFORMATION AND GENERAL CONDITIONS

Background Information

Valley Regional Transit (VRT) is a Regional Public Transportation Authority in southwest Idaho with a 26 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 the cities of Caldwell, Eagle, Nampa, Meridian, Middleton, and Star, Idaho. VRT 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). VRT may contract for services with public and private entities to carry out the purposes of Chapter 21 (40-2109(4)).

1.1 General

These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Proposers should review the proposed contract Agreement and any supplemental documents attached to this request. All the terms and conditions of the Agreement are binding on the successful Proposer. Failure to comply may subject the proposal to immediate rejection.

1.2 Proposer Responsibility

Valley Regional Transit (VRT) has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a proposal, a Proposer represents that it has investigated and agreed to all terms and conditions of this Request for Proposal (RFP).

TABLE 1
Project Timeline

Activity	Date
RFP Issued	Tuesday, March 28, 2017
Questions Due	Tuesday, April 11, 2017
Proposals Due	Tuesday, April 18, 2017
Reference Checks	April 19-20, 2017
Evaluations (Proposed)	April 21, 2017
Notice of Intent to Award (Proposed)	April 24, 2017
Execute Professional Services Agreement	May 5, 2017

1.3 Availability of Proposal Packets

Packets are available at VRT's Meridian office, 700 N E 2nd Street, Suite 100, Meridian, ID 83642. If you are outside of the area or out of state, proposal packets may be requested by calling 208-258-2702 or may be downloaded from VRT's website at: www.valleyregionaltransit.org.

1.4 Proposer's Proposal to Valley Regional Transit

Proposers are expected to thoroughly examine the scope of work, terms, and conditions of the RFP. The Proposer's terms, conditions, and prices shall constitute a firm offer to VRT that cannot be withdrawn by the

Proposer for ninety (90) calendar days after the closing date for proposals, unless VRT in the RFP time period specifies a longer period.

1.5 Bidder Response, No Additional Terms and Conditions

VRT objects to and shall not consider any additional terms or conditions submitted by the Proposer, including any appearing in documents attached as part of the Proposer's response. In signing and submitting its Proposal, the Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with VRT's terms and conditions, including those specifying information that must be submitted with a Proposal, shall be grounds for rejecting a Proposal. Proposer must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your Proposal.

1.6 Delivery of Proposals to Valley Regional Transit

Proposer's Proposal must be received by Valley Regional Transit, 700 N E 2nd Street, Suite 100, Meridian, ID 83642 on or before **5:00 p.m. MDT on Tuesday, April 18, 2017, per Table 1 in Section 1.2.** Proposals must be **sealed and plainly marked: "RFP 2017-03-28 Written Proposal and RFP 2017-03-29 Price Proposal."** **The Price Proposal must be in its own sealed envelope.** They may either be hand delivered, US Mailed, or carrier shipped. An electronic version on CD shall also accompany the original paper copy and the additional hard copies.

Proposals shall use a minimum 11-point font size, with a minimum 1-inch margin on the top, bottom, and right- and left-hand sides of pages.

Proposer's submitted sealed Proposal must include one signed complete original hard copy proposal, three (3) additional paper copies of the signed original proposal, and an electronic version of the proposal with all files in original format (for example, Word™ or Excel™). For the Price Proposal only one signed copy in its own sealed envelope is required. The Proposal shall include the following:

1.7 Late Proposals

Proposals received after the date and time indicated herein shall not be accepted. Requests for extensions of the proposal Responses Due date or time will not be granted. Senders mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the sender's responsibility to ensure that proposals arrive before the Responses Due date and time. Proposals received after the date and time indicated herein shall not be accepted and will not be considered.

1.8 Withdrawal or Modification of Proposals

Proposals may not be modified after the closing date. Senders may withdraw proposals before proposal closing date upon written request of the official who is authorized to act on behalf of the sender.

1.9 Inquiries, Correspondence, Requests for Changes or Clarification

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 modification of the RFP shall be made in writing and addressed to: Valley Regional Transit, Attn: Kelly Higgs, 700 N E 2nd Street, Suite 100, Meridian, ID 83642. The preferred method of contact is via e-mail to: khiggs@valleyregionaltransit.org. Proposers are required 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 advantage to VRT of the proposed change. All questions must be received in writing; email is acceptable, no later than 5:00 p.m. Mountain Time **per the dates in Table 1 in section 1.2.** Communications between a representative of the respondent organization and a VRT employee other than the RFP contact may be grounds to eliminate the respondent from consideration.

1.10 Addenda

All modification, interpretation, correction or changes to this RFP shall be made only by written addenda issued by Valley Regional Transit. 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. If VRT determines any changes are necessary an addendum will be issued incorporating any changes that have been approved. All Addenda will be issued electronically via email to all vendors of record and posted on the Valley Regional Transit website. Any Proposer who contacts and receives information regarding this proposal from any other source risks disqualification for violation of the procedures established to ensure that this proposal is conducted fairly and equitably. Verbal instructions, interpretations, and changes shall not serve as official expressions of VRT and shall not be binding. All Addenda will be posted at the Valley Regional Transit website @ www.valleyregionaltransit.org Scroll through "PROCUREMENTS" and "OPEN SOLICITATIONS" and click on "REQUEST FOR PROPOSALS" where all Addenda relevant to this solicitation will be posted with **RFP 2017-03-17**. The Proposers shall bear full responsibility for making themselves aware of the existence of any addenda. The VRT will assume no responsibility for Proposer's failure to become aware of any Addenda. Proposers shall consider all addenda and any/all resulting Proposer cost adjustments or other changes resulting from said addenda must be included in their proposals.

1.11 Protests Before Responses Due Date

Written objections to specifications or bidding procedures must be submitted in writing to Valley Regional Transit, Attn: Kelly Higgs, 700 N E 2nd Street, Suite 100, Meridian, ID 83642 and must be received at least seven (7) days prior to the Responses Due date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received an award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral Protests not followed up by a written protest will be disregarded.

1.12 Experience and Qualifications

VRT reserves the right to require the Proposer to substantiate that the Proposer and its proposed Sub-Proposers have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.

1.13 Prime-Proposer Responsibility

Prime-Proposer responsibility is required under this RFP. Each Proposer 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 perform the services required and proposed. The technical proposal shall be complete and specific in every detail.

1.14 Subcontracting

The requirement for Proposer responsibility does not prohibit Sub-Proposers or joint ventures provided that the prime successful Proposer assumes the following responsibilities: (1) serves as the sole general Proposer with VRT; (2) assumes full responsibility for the performance of all its Sub-Proposers, 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-Proposer 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 "1.14" above must (a) make VRT a third-party beneficiary thereunder; (b) grant to VRT the right to receive notice of and cure any default by the successful Proposer under the document; and (c) pass through to VRT any and all warranties and indemnities provided or offered by the Sub-Proposer or similar party.

1.15 Intent to Award Letter

Upon completion of the evaluation of the proposals Valley Regional Transit will provide a “Notice of Intent to Award” to all Proposers in order to advise them of whom the VRT intends to award the contract.

1.16 Protest of Proposer Selection or Contract Award

Prospective Bidders or Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract may make protests. Bid protests against the making of an award by the Valley Regional Transit Board must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the Valley Regional Transit Board. A protest must include at least the following information: **(a)** Name, address and telephone number of the protestor; **(b)** Identification of contract solicitation number; **(c)** A detailed statement of the legal and factual grounds of the protest, including copies of the relevant documents; and **(d)** A statement as to what relief if requested.

- Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals.
- Bid protests against the making of an award by the Valley Regional Transit Board must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the Valley Regional Transit Board.

1.17 Protests after Award

In instances where the award has been made, the Proposer shall be furnished with the notice of protest and the basis therefore. If the Proposer has not executed the contract as of the date the protest is received by Valley Regional Transit, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless Valley Regional Transit determines that: (a) The items to be purchased are urgently required; (b) Delivery or performance will be unduly delayed by failure to make award promptly; or, (c) Failure to make an award will otherwise cause undue harm to Valley Regional Transit or the federal government.

1.18 Negotiations (Professional Services Agreement)

If there are no protests, or any filed protest found to be without merit, Valley Regional Transit and the successful Prime-Proposer will enter into final Negotiation to develop a final Professional Services Agreement (See **Exhibit A**). In addition to any other negotiation criteria described herein, VRT 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 services or facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms including the fee schedule. During negotiations adequate procedures will be used to ensure that any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and VRT may undertake negotiations with the next highest ranked Proposer. Negotiations will take place in VRT’s offices in Meridian, Idaho.

1.19 Negotiations (Task Orders)

Prior to commencing any work to be done under any Task Order the parties will agree upon and define the final scope of services to be performed and will negotiate a fair and reasonable total price for the scope of services defined by the Task Order. The negotiated price will be based on the proposal offered by the Proposer as a part of their response to **RFP YEAR MONTH DAY**. After agreeing upon the final scope of services and following negotiation of a fair and reasonable price the Task Order will be executed. Negotiations will take place in VRT’s offices in Meridian, Idaho.

1.20 Cost/Price Analysis

If a single proposal is received in response to this RFP, the VRT will be required to perform compliance procedures related to non-competitive procurements including a cost/price analysis before awarding the contract.

1.21 Valley Regional Transit Prerogative

VRT reserves the right to contract with any single firm or joint venture responding to this RFP (with or without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria (Part 4 – Written Responses – Max Pts 100). This RFP does not commit VRT to negotiate a contract, nor does it obligate VRT to pay for any costs incurred in preparation and submission of proposals or in submission of a contract. VRT reserves and holds at its discretion the following rights and options in addition to any others provided by VRT: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received without waiving other requirements; (5) to enter into a contract with any combination of one or more Proposers, Sub-Proposers, or service providers; (6) to approve or disapprove the use of proposed Sub-Proposers and substitute Sub-Proposers; (7) to negotiate with any, all, or none of the respondents to the RFP; and VRT explicitly retains the right not to let the contract and to operate part or all of the services itself. The VRT reserves the right to award a contract to the management firm that it believes will provide the best services in the opinion of VRT.

1.22 Invoicing

The awarded Proposer will submit all invoices with supporting documentation agreed upon in the negotiations to: Valley Regional Transit, Attn: Accounts Payable, 700 N E 2nd Street, Suite 100, Meridian, ID 83642. The Proposer can expect the VRT to mail payment within 45 days after receipt of approved invoice with regards to the terms set forth within this proposal. Invoices must list the purchase order number, any applicable credits, a description of the items/services provided, the applicable rate or price, and in those instances when any hardware or software is provided the invoice must list the manufacturer name, part number, installation location and description of the item(s).

1.23 Guarantee

The successful Proposer will guarantee that the services provided will meet or exceed the minimum specifications set forth herein and will meet or exceed the commonly accepted minimum commercial standards for the types of services required herein. If VRT finds that the service supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Proposer will be required, at their expense, to make all corrections necessary to bring their service into compliance.

1.24 Execution of Contract

The final contract shall be executed by the successful Proposer and returned to VRT's Administrative Office no later than ten (10) calendar days after the date of notification of award by VRT. All required insurance certificates shall also be submitted by this deadline. In the event successful Proposer does not submit all of the aforementioned documents on or before the required deadline, VRT may award the contract to another Proposer; in such event, VRT shall have no liability and said party shall have no remedy of any kind against VRT.

1.25 Disadvantaged and Women's Business Enterprises

VRT has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in accordance with 46 CFR part 26. VRT receives federal financial assistance from the Federal Department of Transportation (DOT) and as a condition of receiving this assistance VRT signed an assurance that it will comply with 49 CFR part 26. In order to ensure equal participation, VRT will set and review goals for participation by firms who have historically been socially and economically disadvantaged. VRT will

attempt to meet these goals through race-neutral means. VRT is providing this useful link for Minority and Women Business Enterprises & Other Small Business Resources.

1.26 <http://apps.itd.idaho.gov/apps/ocr/index.aspxNondiscrimination>

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

1.27 Taxes

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

1.28 Request for Copies of Proposer’s Proposals

Copies of the Proposer’s proposals can be viewed at VRT Administrative offices once a contract has been issued and signed by both parties. If requestor prefers to have a proposal mailed, it will be up to the requestor to provide for mailing costs. These requests should be directed to: Kelly Higgs, 700 N E 2nd Street, Suite 100, Meridian, ID 83642..

1.29 Public Records/Confidential Information

All submittals, including bids, proposals, and any other information provided by a bidder may be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award of this Agreement. Any information submitted to VRT is subject to release as provided for by Idaho Public Records Law, Idaho Code, Title 9, Chapter 3, Sections 338 through 350. Valley Regional Transit will take reasonable efforts to protect any information marked “confidential”, to the extent allowed by Idaho Public Records Law. Confidential information should be clearly identified in a cover letter submitted with your response. It is requested that confidential information be placed in a separate envelope within the bid proposal to minimize the risk of accidental copying and release. Confidential information will be returned to the Proposer upon request after award of the contract. It is understood, however, that VRT will have no liability for disclosure of such information. Any proprietary or confidential information contained in or within any Proposal is subject to potential disclosure.

1.30 Financial Statements

The VRT reserves the right to require any Proposer to submit their most recently audited financial statements in order to demonstrate that the Proposer is financially responsible and is eligible to receive an award.

1.31 Materials Submitted

All materials submitted pursuant to this RFP shall become the property of the Valley Regional Transit.

1.32 Minimum Order Quantities

No minimum number of task orders, nor any minimum dollar amount, is guaranteed.

1.33 Stop Work Order

Any “Stop Work Order” given to Awarded respondent will cause all services to stop and a complete cessation of all expenditures, design, etc., on the part of the Awarded respondent and/or their sub-consultants.

1.34 Contract Administration:

All Proposals must be submitted in accordance with the requirements set forth in the RFP. Further instructions and RFP documents may be obtained from Kelly Higgs at khiggs@valleyregionaltransit.org or by calling 208-258-2795. Once the contract is awarded, the Community Relations Manager for Valley Regional Transit shall be the administrator for the contract. E-mail: mcarnopis@valleyregionaltransit.org. Phone: 208-258-2702.

PART 2—BACKGROUND INFORMATION AND SCOPE OF WORK

2.1 Background

Valley Regional Transit staff currently maintains five separate websites – valleyregionaltransit.org, valleyride.org, rideline.org, gorideidaho.org and boisebikeshare.org. The first (valleyregionaltransit.org) serves as the administrative website for the regional public transportation authority, which includes meeting packets, procurements, ongoing studies and projects, etc. The second (valleyride.org) is a more traditional transit agency website, with information about routes and schedules, fares, ACCESS paratransit services information, etc. The third site (rideline.org) is designed to be a clearinghouse for all public transportation services and options available to the public and employers. The fourth website (gorideidaho.org) is designed to provide information about our community-based GoRide programs. The fifth website (boisebikeshare.org) is a “billboard” site that only contains a home page that refers people to boise.greenbike.com, a website for Boise GreenBike that is managed by Social Bicycles. The valleyride.org and rideline.org

2.2 Goals

The proliferation of websites has contributed to confusion on the part of the public. We are seeking the successful consolidation of three existing websites managed by Valley Regional Transit (gorideidaho.org, valleyride.org, rideline.org) into one website (rideline.org); the redesign of rideline.org, including changes designed to improve the customer experience and create a true one-stop shop for public transportation options; and improving the stability of valleyregionaltransit.org through updating the content management system to the latest version of DotNetNuke. The main goals of this project are as follows:

- Successfully combining the valleyride.org website and gorideidaho.org website into the rideline.org website.
- Define a new information architecture that is intuitive and user friendly
- Update the look and feel of the website to be consistent with Valley Regional
- Transit’s branding
- Establish a content management system that will facilitate dynamic content and automated flows
- Incorporate transit elements from Idaho’s 511 system into rideline.org
- Compliance with Web Content Accessibility Guidelines (WCAG) 2.0 AA
- Update the CMS or valleyregionaltransit.org to the latest version of DotNetNuke

2.3 Scope of Work

Phase 1

TASK 1: INFORMATION ARCHITECTURE

Work with Valley Regional Transit to develop a sitemap and navigation, focusing on content, structure, and organization. Considerations should be made in terms of how to make the website more user-friendly for various types of users, including existing and potential riders, the general public, stakeholders and vendors/consultants. The new architecture should reflect the vision for the website as a one-stop, primary source for information on transit services in Ada and Canyon counties.

The main goals and objectives of this task are:

- 1). Create a seamless integration of the gorideidaho.org and valleyride.org websites into the rideline.org website and of trip planning, real –time bus locator and route information.
- 2). Define a hierarchy of content and provide a more intuitive navigation structure, including homepage content, so that users can quickly and easily find the information that they need.

- 3). Reduce or eliminate duplicative information and extraneous content.
- 4). Fill in any gaps in information

Valley Regional Transit staff will approve the sitemap prior to moving forward.

TASK 2: DESIGN

The design of the website should reflect the Valley Regional Transit brand and the hierarchy of content established by the new information architecture. The updated website should carry forward VRT's current branding elements, while also developing new elements that can be applied to its other marketing materials

Based on discussions with VRT staff and industry best-practices, develop up to three redesign concepts for the rideline.org home page and route schedule pages. This should also include a style guide that specifies the color palette, typography, icons and other elements that would be used throughout the site. (Note: VRT reserves the right to provide feedback on the initial designs and require a round of edits to ensure we move forward with the best design.

VRT staff will agree on one of the proposed design concepts to be used as a template for the redesign of the remainder of the website. Based on the chosen template, develop redesigns for secondary pages as identified in the sitemap. VRT staff will approve the design templates prior to moving forward.

Phase II

TASK 1: DEVELOPMENT

Provide recommendations for a content management system based on the selected design and desired functionality. The consultant will discuss with VRT staff the ability for the recommended CMS to accommodate the features outlines below:

Required CMS features include:

- Core functionality – creating, editing, deleting, versioning, organizing pages
- WYSIWYG editor – Draft, review, publish, scheduling, versioning, font characteristics
- Asset management – data, image and video files
- Search – thoroughness (page content and files), speed, display
- Customization – news stories, alerts, calendar of events, web forms and social media
- Roles and permissions –muti-user log-in, multiple roles, management of user permissions
- Accessibility – variable text sizes, multilingual
- Mobile friendly – updates made in CMS should push to main and mobile sites simultaneously
- Full testing and rollback functionality – CMS must provide the ability to test and verify changes before pushing them live to website.

The CMS should allow for integrations of the following tools and applications:

- Trip planner (through Idaho 511 website)
- Real-time bus locator (through 511)
- Interactive maps – system map and individual route maps
- Google Translate
- Social Media
- E-commerce

Additional desired functionalities include:

- Ability to customize schedule views and generate pdfs and/or bookmark pages

- Generation of timetables from GTFS feed
- Direct integration of real-time and/or trip planning tools using APIs
- User accounts for customers to provide customized information
- Public comment form that
- Ability for users to securely upload and submit eligibility applications and associated documents
- “Program Finder” tool for ACCESS services
- Integration with Trapeze web scheduling software
- Automation of workflows for recurring events

The website must be compatible with standard web browsers, including internet Explorer, Firefox, Chrome and Safari. The website also must be mobile-friendly (Android and Apple) and compliant with Americans with Disabilities (ADA) regulations. Vendor will provide testing results of web content which demonstrate compliance with Web Content Accessibility Guidelines (WCAG) 2.0 AA.

After approval by VRT staff, the consultant will develop or deploy the recommended CMS and develop appropriate templates and style sheets to be used as the framework for the remainder of the website. VRT staff will work with the consultant to create the individual pages using the templates, transfer existing content, and populate new content.

PART 3—Proposal Requirements and Award Procedure

3.1 Proposal requirements

Proposers must provide two written copies to Valley Regional Transit no later than **5 p.m. MDT on Tuesday, April 18, 2017**. The proposal should not exceed 25 written pages (single-sided, letter size pages, minimum font size of 10 point). Samples of previous work (#4 below) are not included in the 25-page requirement. Proposals shall be organized in the following manner:

1. Cover letter:

Identify whether proposal is for one or both phases
 Identify the prime contractor and describe any subcontract agreements
 Identify the person who is authorized to negotiate for the team
 Indicate that the proposal represents a firm bidding offer for 120 days
 Acknowledge receipt of all addenda by addendum number

2. Relevant Experience and Project approach: Provide a brief description of your experience as it relates to web design and/or development. In particular, describe your familiarity with Web Content Management Systems, UI/UX design, Web Application Framework , and/or programming languages, and your ability to use these tools to implement the desired functionalities. Identify whether you have a preferred or recommended content management system. Also describe any experience you have working with transit and or/government agencies. Valley Regional Transit desires to be an active partner in the design and development process. Provide any information to support your firm’s experience with client collaboration.

3. Project Staff and Qualifications: Provide a summary of the qualifications and background of the staff members who will be working on this project.

4. Previous Work (not included in 25-page requirement): Provide samples of your work on similar websites. If possible provide links to currently active websites designed and/or developed by the project team. Identify any key team members involved in the creation of those work products who would actively participate in this project.

5. References: Provide at least three references (names, current phone numbers, and email addresses) from recent clients. Ideally, reference should be provided for the work examples (requested in #4).

6. Project Cost: provide an hourly rate sheet for individuals to be assigned to this contract, a summary of any other related costs that are to be billed directly, and a total not-to-exceed amount for each phase.

3.2 Evaluation procedures

A selection committee will evaluate responses to the RFP. Members of this team will participate in any interviews that may be conducted with selected Offerors. Valley Regional Transit reserves the right to include information received in the interviews in the evaluation process. This is a best-value procurement. Valley Regional Transit reserves the right to award to a proposing firm other than that of the lowest price proposal.

The following criteria will be considered in the selection of the Contractor firm/team (relative weights as shown):

Criteria	Points
Relevant Experience and Project Approach	35
Project Staff and Qualifications	20
Previous Work	25
References	10
Project Cost	10
Total	100

Once the individual/firm has been determined, Valley Regional Transit will start contract negotiations with that individual/firm. If contract negotiations are not successful, the remaining individuals /firms may be asked to negotiate a contract. The VRT Board of Directors is required to approve the negotiated contract, although work may be initiated with a Notice to Proceed.

PROPOSER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDA #	DATE
1.	
2.	
3.	
4.	

PART 4 — Offerer’s information and certification

Name of Company: _____

Proposer (General Information)

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the request for proposal; 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 item(s) and /or service(s) as quoted in the proposal; and
4. That he/she certifies under penalty of perjury that the Proposer 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 ____ or No ____

Federal Tax I.D. Number _____

Firm’s Address: _____

Firm’s Telephone: _____ Firm’s Fax: _____

Contact Person and Title: _____

Project Manager and Title if different from Contact Person: _____

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

Address where correspondence should be sent: _____

Areas of responsibility of Proposer: _____

Listing Sub-Proposers proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBEs): _____

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

Prime Proposer understands that this proposal constitutes a firm offer to VRT that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, Proposer agrees to deliver to Valley Regional Transit the required insurance certificates and performance bond within ten (10) calendar days of the notice of award.

Prime Proposer, Company Name:

Prime Proposer's Signature

Date

(ADDITIONAL CERTIFICATIONS, AFFIDAVITS CONTINUE ON THE FOLLOWING PAGES)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Proposers, and sub-Proposers (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Proposer for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Proposer) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL PROPOSER FOR A MAJOR THIRD PARTY CONTRACT), _____

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS 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 of Proposer’s Authorized Official

Date

CONFLICT OF INTEREST AFFIDAVIT

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

Conflict of Interest - That the Proposer, 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 an interest. In the event that the Proposer, 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 Proposer, 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 Proposer 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 Proposer 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: _____

Title: _____

(Seal)

CERTIFICATE OF SMALL BUSINESS STATUS
(Contractor Certification Sample Form)

This form must be completed as a condition of your doing business with Owner. Please provide the requested information and certifications, and have this form signed by an authorized company employee and return to: Owner at _____ or by facsimile at (208) _____.

Contractor Name _____
Address _____
City, State, Zip _____
Tele. /Facsimile No. _____
Tax Identification No. _____
Corporate Status^{1[1]} _____

1. Our company is classified as indicated below (check all that apply). For definitions, refer to Federal Acquisition Regulation ("FAR") Section 19.001. We agree to provide Owner written notice within thirty (30) days in the event that any classification certified to below changes.

- _____ Small Business
- _____ Small Disadvantaged Business
- _____ Women Owned Business
- _____ Large Business

2. We certify that we are in compliance with the requirements of the following FAR clauses:

- (a) FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Woman-Owned Concerns";
- (b) FAR 52.219-9, "Small, Small Disadvantaged, and Woman-Owned Business Subcontracting Plan";
- (c) FAR 52.222-26, "Equal Opportunity";
- (d) FAR 52.222-35, "Affirmative Action for Special Disabled and Vietnam Era Veterans"; and,
- (e) FAR 52.222-36, "Affirmative Action for Handicapped Workers."

Certified by: _____
Print Name and Title

Signature: _____ Date: _____

^{1[1]} E.g., Corporation, L.L.C., partnership, limited partnership, individual.

Non-Disclosure Agreement

_____, whose address is _____
("OWNER"), and _____, whose address is _____
_____ ("RECIPIENT"), as of this ____ day of _____,
200__ (the "Effective Date"), Owner desires to protect certain confidential and proprietary information and therefore agree as follows.

1. For the purpose of evaluating, establishing or continuing a beneficial business relationship between Owner and RECIPIENT, Owner intends to disclose to RECIPIENT inventions, trade secrets and proprietary information concerning computer technology and/or other technical, commercial or financial information which is not in the public domain and which has been reasonably restricted by Owner as confidential, hereinafter referred to as the "CONFIDENTIAL INFORMATION." RECIPIENT warrants and agrees that the CONFIDENTIAL INFORMATION shall be used solely for the purposes stated in this paragraph.
2. Each party may disclose to the other CONFIDENTIAL INFORMATION either orally or in writing (including graphic material). Information that is disclosed in writing without an appropriate letter, proprietary stamp or legend, or disclosed orally, shall constitute CONFIDENTIAL INFORMATION if (a) it would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party, or if (b) the disclosing party, within thirty (30) days after such disclosure, delivers to the receiving party a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the receiving party to whom such disclosure was made.
3. RECIPIENT shall not disclose the CONFIDENTIAL INFORMATION of Owner to any third party; provided, however, that RECIPIENT may disclose the CONFIDENTIAL INFORMATION of Owner to its employees, attorneys, accountants, financial advisors or consultants (collectively, "representatives") having a bona fide need to know the CONFIDENTIAL INFORMATION if such representatives are bound in writing to RECIPIENT by obligations of confidentiality at least as restrictive as the terms set forth herein. In the event RECIPIENT discloses CONFIDENTIAL INFORMATION of Owner to such representatives, RECIPIENT shall be liable for any unauthorized disclosure thereof by such representatives or third parties. RECIPIENT shall exercise the same degree of care it normally uses to protect its own CONFIDENTIAL INFORMATION, but in no event less than reasonable care.
4. Nothing in this Agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto or obligating either party to purchase from or provide any goods or services to the other party. Furthermore, RECIPIENT shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any CONFIDENTIAL INFORMATION of Owner.
5. Any CONFIDENTIAL INFORMATION supplied by Owner shall remain the property of Owner, including, but not limited to, derivatives, summaries, notes, and electronics files (extant and archived), and nothing in this Agreement shall restrict Owner from using, disclosing or disseminating its own CONFIDENTIAL INFORMATION in any way. RECIPIENT recognizes and agrees that nothing contained in this Agreement shall be construed as a grant of any property rights to RECIPIENT, by license or otherwise, to any CONFIDENTIAL INFORMATION disclosed pursuant to this Agreement, any invention or any patent right that has been issued or that may be issued, or any copyright or other rights based on the CONFIDENTIAL INFORMATION.

6. The RECIPIENT shall have no obligation with respect to any CONFIDENTIAL INFORMATION which:
 - (a) is shown to have been known or developed by RECIPIENT independent of any disclosure by Owner; or
 - (b) is or becomes available to the public through no breach of this Agreement; or
 - (c) is obtained from a third party legally entitled to disclose the same free of any non-disclosure restrictions; or
 - (d) Is required by law to be disclosed, including in response to a valid order of a court of competent jurisdiction or authorized government agency, provided Owner is notified promptly to allow it to request a protective order and RECIPIENT reasonably cooperates with Owner's efforts to obtain a protective order.Notwithstanding the foregoing, CONFIDENTIAL INFORMATION shall not be deemed to be in the public domain merely because any part thereof is embodied in a product or because individual features, components or combinations thereof are now or become known to the public.
7. This Agreement shall govern the disclosure of CONFIDENTIAL INFORMATION by Owner for a period of five (5) years from the Effective Date, and shall supersede any other general non-disclosure agreement between the parties, provided that any such other agreement does not specifically reference, supersede and replace this Agreement. The obligations hereunder with respect to each item of CONFIDENTIAL INFORMATION shall endure for five (5) years from the date of initial disclosure thereof and survive any earlier termination or expiration of the Agreement. RECIPIENT, upon written request by Owner at any time, shall promptly return all CONFIDENTIAL INFORMATION and any copies thereof to Owner or, if requested, shall promptly supply Owner with a certificate executed by an authorized officer thereof certifying as to the completed destruction of the same. Any such return or destruction of CONFIDENTIAL INFORMATION shall not affect the term of this Agreement or the confidentiality obligations herein.
8. This NDA shall commence on the Effective Date and shall continue for the period described in Section 7, unless sooner terminated by either party, with or without cause, upon prior written notice sent by certified mail, return receipt requested. Such notice shall state the effective date of termination. Upon termination of this NDA, each party's obligations of confidentiality arising prior to the date of termination shall remain intact.
9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." Owner MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
10. RECIPIENT shall adhere to the U.S. Export Administration Laws and Regulations and shall not export, re-export or transship, directly or indirectly, any CONFIDENTIAL INFORMATION or products received from Owner, or the direct product of such CONFIDENTIAL INFORMATION, to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
11. Owner does not wish to receive any confidential information from RECIPIENT and Owner assumes no obligation, either express or implied, with respect to any information disclosed by RECIPIENT. RECIPIENT warrants that it shall not disclose to Owner, its agents or representatives, any confidential information of any third party to which RECIPIENT may be privy, and shall indemnify and defend Owner from and against any and all breaches of this warranty.
12. The parties agree that the obligations of confidentiality arising out of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns. Moreover, the parties specifically agree that in the event of a change of control of a party, that party's obligations of confidentiality remain binding upon that party, and CONFIDENTIAL INFORMATION may not be disclosed to that party's new affiliates or parent without the disclosing party's prior express written consent.
13. This Agreement is not assignable or delegable in whole or in part by RECIPIENT without the written consent of Owner. This Agreement may not be amended, nor any obligation waived, except by writing and signed by duly authorized representatives of Owner and RECIPIENT. This Agreement shall be governed and construed by the laws of the State of Idaho, without reference to conflict of law principles. An executed original of this

Agreement may be delivered by facsimile, which shall be binding as an original. The undersigned represent that they are authorized and empowered to sign on behalf of, and bind, their respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OWNER: _____

CONTRACTOR: _____

Signature: _____

Signature _____

Print Name _____

Print Name _____

Title: _____

Title: _____

Date _____

Date: _____

EXHIBIT A

Professional Services Agreement

MATERIALS AND GOODS PURCHASE AND SERVICES AGREEMENT

PSA 20__ - __ - __

THIS MATERIALS AND GOODS PURCHASE AND SERVICES AGREEMENT (“**Agreement**”) is made effective this ___ day of _____, 20__ (“**Effective Date**”) by and between Valley Regional Transit, a regional public transportation authority organized and existing pursuant to Idaho Code §§ 40-2101 et seq. (“**VRT**”) and _____, a _____ company (*authorized to do business in Idaho*) (“**SUPPLIER**”).

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

SCOPE OF WORK

Supplier agrees to provide the materials, supplies, goods, products, equipment (collectively, “**goods**”) and/or services (collectively, “**goods and services**”) as specified in **Exhibit A**, attached hereto. If (i) an IFB, RFP, RFQ or other type of request or proposal issued by VRT and Supplier’s response thereto, or (ii) there are drawings, specifications, conditions or other documents which are to be included in the Scope of Work, the same shall be attached hereto as **Exhibit B** and **Exhibit C**, respectively. “**Scope of Work**” means the provisions set forth in this Article and any document attached to or included in this Agreement which describes the goods and services, including any requirements, specifications or schedules. In the event of any inconsistency between the main body of this Agreement and any exhibit attached hereto, such inconsistency shall be resolved by giving precedence in the following order: (i) the main body of this Agreement; (ii) **Exhibit A**; (iii) **Exhibit B**; (iv) **Exhibit C**. (*If additional exhibits or schedules are needed, add same following the foregoing format, with revision to text as appropriate.*)

The goods and services shall be provided under the direction and review of VRT’s Executive Director or another representative of VRT as designated by VRT’s Executive Director from time to time upon written notice to Supplier.

Supplier’s representative shall be _____, who is responsible for carrying out the provisions of this Agreement and coordinating with subcontractors, if any, where appropriate. Supplier may designate other Supplier’s representative(s), from time to time, upon written notice to VRT.

Any substantive changes, supplements and/or additions to any exhibits or schedules attached shall be covered by the provisions of Article 12 – Agreement Modification.

Supplier may only subcontract with those subcontractors specifically identified and agreed to by VRT.

DURATION

The goods and services acquired by VRT on or after the Effective Date shall be covered by this Agreement. This Agreement will remain in effect until terminated.

This Agreement is contingent upon prior approval by VRT’s Board of Directors “**Board**”), and Supplier acknowledges and agrees that this Agreement is not binding and enforceable until it has been approved by the Board. VRT will notify Supplier when Board approval has been obtained.

REPORTS AND CONFERENCES

During the term of this Agreement, the representative(s) of Supplier will meet with the representative(s) of VRT at times and places mutually agreed upon to discuss the progress and results of the goods and services to be provided hereunder.

Reports shall be provided by Supplier to VRT in accordance with the timeframes and schedules contained in the Scope of Work, if any. If a final report is required by the Scope of Work or is requested by VRT, the same shall be submitted within the timeframe or schedule set forth in the Scope of Work or as requested by VRT.

COSTS, BILLINGS, AND OTHER SUPPORT

Supplier will provide the goods and services to VRT for the prices (“**Prices**”) set forth in the Scope of Work. Except as may be set forth in the Scope of Work, the Prices for the goods and services specified in the Scope of Work and reflected in a Purchase Order will be the only amount due to Supplier from VRT. Prices will at least be competitive with industry prices for like goods and services and, if not, Supplier will use commercially reasonable efforts to adjust its Prices so that they are competitive. Terms for payment will be specified in the Scope of Work. Payment of invoices will not be deemed acceptance of the goods or services, but rather such goods and services will be subject to inspection, test and rejection by VRT for a period as specified in the Scope of Work. VRT may reject any goods that do not comply with the specifications therefor and require prompt correction or replacement of such goods, as specified in the Scope of Work. During the any relevant warranty period, VRT may reject entire lots of goods which do not meet quality levels as specified in the Scope of Work after such testing and evaluation. *(Insert any particular provisions regarding total costs, e.g., annual cap, fixed costs, some cost subject to adjustment, etc.) (Insert if appropriate: Supplier will invoice at project finale and upon agreement by VRT as per the Scope of Work, will certify that project is completed.)*

Contact and Billing Information:

Contact

Valley Regional Transit
Attn: Kelly Higgs
700 NE 2nd St Suite 100
Meridian, ID 83642
Phone: 208.258-2795
Fax: 208.846.8564

Billing

Valley Regional Transit
Attn: Accounts Payable
700 NE 2nd St Suite 100
Meridian, ID 83642
Phone: 208.258-2703
Fax: 208.846.8564

Invoices

VRT reserves the right to withhold payment without penalty until properly executed invoices are submitted.

Invoices must be submitted by Supplier on Supplier's invoices. VRT will not accept invoices from subcontractors. VRT will not pay subcontractors.

Supplier's invoices must include billing/contact information set forth above, as may be changed by VRT from time to time upon written notice to Supplier. Supplier's invoices, at a minimum, must also show the PSA number, Purchase Order number and any revisions, service address, the payment due date, the account number, the amount due and the account total. Each invoice shall also show price and total charge as well as any other applicable costs.

Supplier shall reference the PSA number and the Purchase Order number not only on all invoices, but also on all correspondence.

INDEPENDENT CONTRACTOR

In the providing of all goods and the performance of all services hereunder:

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

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

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

VRT assumes no liability or responsibility for any agent, contractor, subcontractor or employee of Supplier ("**Supplier Personnel**"). Supplier will: (i) ensure that Supplier and Supplier Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements; (ii) be responsible for the supervision, control, compensation, withholdings, health and safety of Supplier Personnel and (iii) to the best of Supplier's knowledge, inform VRT if a former employee of VRT will be assigned work under this Agreement, such assignment subject to VRT's approval.

WARRANTIES

Supplier makes the following ongoing representations and warranties: (i) it has the right to enter into this Agreement and its performance of this Agreement will not violate the terms of any contract, obligation, law, regulation or ordinance to which it is or becomes subject; (ii) to the

best of Supplier's knowledge, no claim, lien, or action exists or is threatened against Supplier that would interfere with VRT's use or sale of the goods; (iii) the goods are free from defects in design (except for written designs provided by VRT unless such designs are based entirely on Supplier's specifications), material and workmanship and will conform to the warranties and specifications in this Agreement for the time period from the date of shipment as specified in the Scope of Work; (iv) the goods are safe for any use consistent with and will comply with the warranties and specifications in this Agreement; (v) all goods supplied by Supplier shall be new and unused and shall include all equipment manufacturers' standard new equipment warranties, and (vi) the goods and services do not infringe any intellectual property right of a third party. Supplier will promptly notify VRT in writing should there be any failure to adhere to the representations and warranties as stated herein.

INDEMNIFICATION

Supplier shall indemnify, defend, protect and hold harmless VRT, its members, directors, officers, employees, and agents, for, from and against, and hereby releases VRT and its members, directors, officers, employees, and agents with respect to, any and all claims, damages, liabilities, suites, administrative proceedings, and expenses, including attorney fees and costs, resulting from a breach of this Agreement by Supplier or any errors or omissions of Supplier, or any agent, employee, or subcontractor of Supplier, in the performance of this Agreement.

PROPRIETARY INFORMATION

Supplier agrees it shall keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT. The restrictions of this Article shall survive the termination of this Agreement. Failure to comply with the provisions of this Article shall be cause for immediate termination of this Agreement.

DISCLOSURE

Supplier shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of Supplier under this Agreement. No news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement shall be made without prior written consent of VRT. The restrictions of this subsection shall survive the termination of this Agreement. Failure to comply with the provisions of this subsection shall be cause for immediate termination of this Agreement.

Supplier acknowledges and understands that all documents and information received, created or otherwise in VRT's possession are subject to the Idaho Open Records Act found in Chapter 3, Title 9 of the Idaho Code. Under the Idaho Open Records Act, records are public documents and open to public inspection and copying unless specifically exempted from disclosure.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with federal law, the laws of the State of Idaho, and any applicable local ordinances of governmental entities with

jurisdiction. The parties agree that the county of Ada, state of Idaho, is the proper venue for any action arising out of this Agreement.

ASSIGNMENT

VRT party shall be entitled to assign this Agreement to an entity which is either statutorily authorized to be its successor or is an entity controlled by VRT, provided that such assignee assumes all the obligations, warranties, covenants and agreements of the VRT herein contained. Otherwise, neither party shall be entitled to sell, assign or otherwise transfer this Agreement or any of its rights hereunder without the prior written consent of the other party.

AGREEMENT MODIFICATION

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

DEFAULT

In addition to any other termination right VRT may have as elsewhere provided in this Agreement, VRT may, by written notice of default to Supplier, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Supplier fails to provide the goods or perform the services within the Agreement Period or any extension thereof; or (b) if Supplier fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances, Supplier does not cure such default or commence curing the same within a period of ten (10) days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure.

Supplier shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Supplier with respect to the terminated part of this Agreement except as herein provided. VRT's rights are cumulative, and in case of Supplier's default, VRT's rights as set forth herein shall be in addition to any other rights that VRT may have at law or in equity, although not specifically set forth in this Agreement.

NON-WAIVER OF RIGHTS

The failure of VRT to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

TERMINATION

Without limitation on the provisions of Article 13 above, VRT may terminate this Agreement, in whole or party, at any time by thirty (30) days' prior written notice to Supplier

either (i) when it is in the best interest of VRT or the Federal Government or (ii) upon VRT's election, in the exercise of the sole discretion of the Executive Director of VRT, for VRT's convenience and without cause. If this Agreement is terminated under this subsection, VRT shall be liable only for payment under the payment provisions of this Agreement for goods and services rendered before the effective date of termination. Supplier shall promptly submit its termination claim to VRT to be paid Supplier. If Supplier has any property in its possession belonging to VRT, Supplier will account for the same, and dispose of it in the manner VRT directs.

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

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

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

Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VRT's rights and duties or release the parties hereto from their rights and obligations under Articles 8 and 9.

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

BREACHES AND DISPUTE RESOLUTION

In the event any claims or disputes of any nature arise between VRT and Supplier arising from or related to the performance, breach, termination, expiration, application or meaning of this Agreement, the parties shall first attempt to resolve the dispute by direct discussions. To that end, they shall consult and negotiate with each other, and at least set aside one (1) day to meet in person, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

In the event the parties do not reach such solution through negotiation within a period of thirty (30) days, then upon written notice by any party to the other party, and within the next thirty (30) days, the parties shall endeavor to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules.

Thereafter, any unresolved dispute shall be resolved exclusively by arbitration in Boise, Idaho, before one (1) arbitrator in accordance with the applicable rules of the AAA at the time of the dispute. The reasonable fees of the arbitrator and other costs incurred by VRT and Supplier in connection with such arbitration, but not individual legal fees and costs, shall be shared equally. Legal fees and costs shall be awarded to the prevailing party. The decision of the arbitrator shall be final and binding upon both VRT and Supplier. Judgment of the award rendered by the arbitrator may be entered in the Fourth Judicial District Court of Ada County, in Boise, Idaho. The parties irrevocably and voluntarily waive any right they may have to a trial by jury with respect to any claim. The arbitrator shall give effect to statutes of limitation in determining any claim and may dismiss an arbitration on the basis a claim is barred. For purposes of application of any statutes of limitation, the service on the AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit.

Unless otherwise directed by VRT, Supplier shall continue performance under this Agreement while matters in dispute are being resolved.

ENTIRE AGREEMENT

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

ADDITIONAL PROVISIONS

Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the goods and services to be provided or performed by Supplier shall be and are the property of VRT and VRT shall be entitled to access thereto, and copies thereof, at all times. Upon the expiration of earlier termination of this Agreement, all materials generated under this Agreement shall be delivered as VRT may direct.

Intellectual Property. Supplier grants VRT all intellectual property rights licensable by Supplier which are necessary for VRT to use and sell the goods as expressly provided for under this Agreement.

VRT Liability Limits. Nothing in this Agreement is intended, nor may it be construed to increase the limits of liability of VRT as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded VRT under said Act.

Further Assurances. The parties will make and execute all further instruments and documents required to carry out the purpose and intent of this Agreement.

Savings Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Dates of Performance. In computing any period of time set forth in this Agreement, the day of the act, event or notice after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included unless the last day shall fall on a Saturday, Sunday or federal, state or local holiday, in which case, such act, event or notice shall be deemed timely if performed or given on the next succeeding day that is not a Saturday, Sunday or federal, state or local holiday.

Authority. The parties hereby warrant that the person executing this Agreement on behalf of each party is, at the time of its execution, duly authorized to do so by its governing body, and is fully vested with the authority to bind that party in all respects.

No Partnership; No Third Party Rights. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other similar relationship between VRT and Supplier. Nothing contained in this Agreement is intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

Attorneys' Fees. If either party is required to initiate or defend itself in arbitration proceedings under Article 16 or litigation proceedings, if permitted under this Agreement, in any way connected with this Agreement, the prevailing party in such proceedings, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees and costs, including on appeal and in bankruptcy proceedings. Except as provided in the foregoing, and except as otherwise specifically provided herein, each respective party hereto shall be responsible for its own legal, accounting, and other professional fees incurred in relation to this Agreement.

Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.

Incorporation by Reference. Exhibits attached to this Agreement are hereby incorporated herein by this reference and made a part hereof.

Dissolution; Insufficient Funding; Non-Appropriation. This Agreement shall in no way or manner be construed so as to bind or obligate VRT if VRT is dissolved, or to bind or obligate VRT beyond the term of (i) any particular appropriation of funds by the State Legislature, if applicable, or (ii) any funds provided by a city, a county or the FTA necessary for VRT to meet any obligation under this Agreement. VRT shall have and reserves the right to terminate this Agreement, upon written notice to Agency, if VRT is dissolved or if any of the aforementioned governmental entities fails, neglects or refuses to appropriate or provide sufficient funds as may be required for VRT to meet any obligation under this Agreement.

Notice. Formal notices, demands, and communications between VRT and Supplier shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the parties as set forth below. Routine communication may be by first class mail, e-mail, facsimile or telephone.

If to VRT: Valley Regional Transit
700 N. E. 2nd Street Suite 100
Meridian ID 83642
Attn: Mark Carnopis
Phone: 208.258-2704
Fax: 208.846.8564
E-mail: mcarnopis@valleyregionaltransit.org

If to Supplier: _____

Attn: _____
Phone: _____
Fax: _____
E-mail: _____

The person and address set forth above may be changed at any time by a party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of the foregoing, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (d) the date of receipt of notice of refusal or notice of no delivery by the sending party, or (iv) in the case of e-mail or tele facsimile, the date and time of receipt as shown on the confirmation of the e-mail or tele facsimile transmission.

Limitation on Damages. Under no circumstances will either party be liable to the other party for lost revenues or lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages. This limitation of liability shall not apply to intentional tort or fraud.

Negotiated Terms. The Parties hereby agree and acknowledge that the terms and conditions contained in this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to

which any Party or its professional representatives or consultants participated in the preparation of this Agreement.

Survival. The terms and conditions of this Agreement shall survive any termination of this Agreement until expiration of all applicable statutes of limitation.

Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, boycotts, lockouts, walkouts, labor disputes, embargoes, riots, flood, earthquakes, fire or other casualty, the elements or acts of God, acts of superior governmental authority, sabotage or other causes, other than financial, beyond a party's reasonable control. Notice of the delay and an estimate of the length of the delay will be given immediately upon the occurrence of the event.

Time of Essence. Time is of the essence of this Agreement.

Counterparts; Facsimile Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original when signed and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, e-mail or other means of electronic communication producing a written copy will be deemed to be as effective as delivery of an original.

FEDERAL CONTRACTING REQUIREMENTS

Disadvantaged Business Enterprises (DBA) Status. VRT is required to seek qualified, certified DBE firms for contracting and purchasing opportunities. VRT encourages such participation. Supplier shall make known to VRT Supplier's status as a certified DBE. Should DBE status, as defined under Federal regulations, be claimed by Supplier, Supplier agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement. When sub-agreements with other parties are required to fulfill the Scope of Work, Supplier agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Supplier will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Supplier shall provide VRT of written proof of DBE certification.

Prompt Payment and Return of Retainage. Supplier agrees to pay each of its subcontractors for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment Supplier receives for that work from VRT, and to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of VRT. This clause applies to both DBE and non-DBE subcontractors. It is the responsibility of the subcontractors to notify VRT of any Supplier's noncompliance with the foregoing.

Incorporation of Federal Transit Administration ("FTA") Terms. The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA C

4220.1F (Rev.3 February 15, 2011), 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. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

1.4 Federal Changes. Supplier shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Supplier's failure to so comply shall constitute a material breach of this Agreement.

1.5 Civil Rights The following requirements apply to this Agreement:

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, Supplier 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, Supplier 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 this Agreement:

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, Supplier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of providing the services contracted for under this Agreement. Supplier 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, Supplier 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, Supplier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.

Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Supplier 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, Supplier agrees to comply with any implementing requirements FTA may issue.

Supplier 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.

1.6 Program Fraud and False or Fraudulent Statements or Related Acts

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

Supplier 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 Supplier, to the extent the Federal Government deems appropriate.

Supplier 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.

1.7 No Obligation by the Federal Government.

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

Supplier 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.

1.8 Federal Privacy Act Requirements.

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

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

1.9 Records Disclosure.

Supplier agrees to provide VRT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Supplier which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Supplier also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Supplier access to Supplier'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.

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

Supplier agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Supplier agrees to maintain same until VRT, 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).

1.10 Energy Conservation. Supplier 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.

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

1.12 Debarment and Suspension (Nonprocurement)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

By signing and submitting this Agreement, Supplier is providing certification of the facts set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VRT may pursue available remedies, including suspension and/or debarment.

Supplier shall provide immediate written notice to VRT if at any time Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact VRT for assistance in obtaining a copy of those regulations.

Supplier agrees by entering into this Agreement, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VRT.

Supplier further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Supplier, as a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 above, if Supplier, as a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to all remedies available to the Federal Government, VRT may pursue available remedies including suspension and/or debarment.

1.13 Clean Water Act

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

Supplier also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.14 Clean Air Act.

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

Supplier also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Lobbying Limitations and Certification

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

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

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, Supplier shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 [1/19/96]).

19.16 Contracts Involving Experimental, Developmental, Or Research Work.

Supplier shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. Contracts Involving Experimental, Developmental, Or Research Work.

Rights in Data. The following requirements apply to each contract involving experimental, developmental or research work:

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of this Agreement to which this Attachment has been added:

Except for its own internal use, VRT or Supplier may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may VRT or Supplier authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by VRT or Supplier using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, VRT and Supplier performing experimental, developmental, or research work required by this Agreement to which this Attachment is added agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in

subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for VRT or Supplier's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, VRT and Supplier agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by VRT or Supplier of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither VRT nor Supplier shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

Data developed by VRT or Supplier and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Agreement to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that VRT or Supplier identifies that data in writing at the time of delivery of the work for which this Agreement was executed.

Unless FTA determines otherwise, Supplier agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

Supplier also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, VRT and Supplier agree to take actions necessary to provide

immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

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

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

Flow Down. Supplier shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to this clause.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VRT:

VALLEY REGIONAL TRANSIT

By _____
Kelli Fairless
Executive Director

Attest _____
Secretary

SUPPLIER:

By: _____

Its: _____

EXHIBIT B

PSA XXXX-XX-XX

ARTICLE 20 - TASK ORDER AGREEMENT # XX

DATE: (date)

CONSULTANT: (Name)

The undersigned parties hereby agree that the Professional Services Agreement (“PSA”) dated _____ between Valley Regional Transit, and (NAME) is incorporated herein by reference as if set forth here at in full.

20.1 PROJECT - Name

ARTICLE 1: PROJECT INFORMATION

This Agreement is based upon the following information and assumptions:

1.1 Project Parameters

- 1.1.1 The objective is to provide professional services for the Project identified above and in accordance with the PSA.
- 1.1.2 All services are to be performed in conformance with the PSA. If there are additional or different parameters, they are set forth in Article 1.3 of this Task Order Agreement.
- 1.1.3 The proposed procurement method for the Project is _____.
- 1.1.4 The amount of the Owner’s budget for the Cost of the Work, excluding the Consultant’s compensation, is: Design/Planning \$(fill in if known); Implementation \$ (fill in if known); Equipment \$(fill in if known).
- 1.1.5 Time parameters are set per Attachment 1. The Consultant is to notify Owner at the time this agreement is received, if there are problems with these time parameters.

1.1.6 The following Project parameters are enclosed or have been previously provided to the Consultant.

Document:

Dated:

1.2 Project Team

1.2.1 The Owner's Designated Representative is the Owner's Project Manager. The Project Manager assigned to the Project is:

1.2.2 The Owner's other consultants, if known, are: (i.e.: IT, etc.)

1.2.3 The Consultant's Designated Representative: _____ (Consultant Project Manager)

1.3 Additional or special provisions:

1.3.1 This Task Order Agreement includes the following special provisions: (none, unless listed).

ARTICLE 2: COMPENSATION

2.1 For the Consultant's services as described in this Task Order Agreement and the PSA, the Consultant's compensation shall be a guaranteed Maximum Price as set forth below.

	Sub-Consultant	
Other		
	TOTALS:	\$

2.1.1 The total guaranteed maximum price for the Consultant and their sub-consultant's services (listed above) is:

(Insert total amount for contract)

2.1.2 Reimbursable expenses, and Consultant and the sub-consultant's

hourly fee schedule as set forth in Attachment 2 of this Task Order.

- 2.2 Consultant's fees are based upon the information contained in this Task Order, but may be subject to renegotiation pursuant to Article 2.3 of the PSA.

CONSULTANT

By _____
(Signature)

Date: _____

Valley Regional Transit

By _____
Mark Carnopis- Community Relations Manager

Date: _____

EXHIBIT C

**(IF ANY ADDITIONAL EXHIBITS OR SCHEDULES ARE NEEDED,
ADD SAME FOLLOWING THE FOREGOING FORMAT,
WITH REVISION TO TEXT AS APPROPRIATE.)**

(IF NONE, WRITE NONE)