

Community Transportation Association of Idaho

PO Box 10095, Boise, Idaho, 83707

RFP Number	RFP 2020-10-29
RFP Title	Intelligent Transportation Systems
Item Description	The Community Transportation Association of Idaho (CTAI) is seeking proposals to establish a list of pre-qualified vendors for designing, implementing and maintaining Intelligent Transportation Systems (ITS) to meet the needs of public transportation systems in the State of Idaho.
Term	The list of pre-qualified vendors will be for a term of two (2) years. Agencies will negotiate contract terms with individual vendors to meet project-specific needs and objectives. The contract terms with contracting agencies will be based on those agencies needs.
Deadline for Submittal	Proposals Due: December 17, 2020 5:00 p.m. MDT
Direct Inquiries and Send Submittals to	Kelli Badesheim, chair ctai.idaho@gmail.com Include: ITS RFP in the subject line on all inquiries. 208.860.9810
Project Manager	Kelli Badesheim
Format of Submittals	<ol style="list-style-type: none"> 1. Electronic submittals, in PDF format, must be received by CTAI by the date and time in the "Deadline for Submittals" section above. No exceptions. <ol style="list-style-type: none"> a. Total page limit is fifteen (15) single-sided pages, 12 point. type. The Introductory letter, pricing sheet and resumes are not included in page count. b. Front and back cover pages are acceptable and do NOT count in the submittal. Cover pages shall only identify the contractor and project. 2. Send electronic submittals to Kelli Badesheim, Chair ctai.idaho@gmail.com 3. Respondents are responsible for verifying receipt by CTAI of the submittals.
Clarification of Submittals	<p>During the evaluation of submittals, CTAI reserves the right to the following:</p> <ul style="list-style-type: none"> • Contact any or all Respondents for additional information for clarification purposes; • Discard submittals which contain errors; and/or • At its sole discretion, waive disqualifying errors or gain clarification of error or information.
RFP Calendar	These dates are for planning purposes and represent the association's desired timeline for this project. Any revision to the "Deadline for Submittals" will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

OFFERORS NAME: _____

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REQUEST FOR PROPOSAL

RFP 2020-10-29

Intelligent Transportation Systems

Activity	Timeline
RFP Issue Date	October 29, 2020
Pre-Proposal Meeting	November 12, 2020-10:00 a.m. Mountain Time Join Microsoft Teams Meeting +1 469-965-2358 United States, Dallas (Toll) Conference ID: 680 083 568#
Questions Due	November 16, 2020 5:00 p.m. MDT
Proposals Due	December 17, 2020 5:00 p.m. MDT
Submittal Review and Selection	December 18- December 27, 2020
Negotiations	December 27 – December 31, 2020
Notice of pre-qualified vendors	January 5, 2021 5:00 p.m. MDT
Notice to Proceed	Negotiated by Individual Providers

1. BACKGROUND AND PROJECT DESCRIPTION

The Community Transportation Association of Idaho (CTAI) is seeking proposals from respondents of transit technology qualified to implement and support fixed-route and demand response Intelligent Transportation System (ITS) solutions to be deployed throughout the state of Idaho. CTAI is a statewide, 501c6, professional membership association representing rural, small urban and large urban public transportation providers in all six transportation districts in the state. The RFP process recognizes one solution will not meet the needs of all the transportation agencies in the state, and solutions need to be scalable, adaptable, simple, and easy for providers to support. Transportation agencies will be referred to as “agency” in this RFP.

This RFP process will generate a pool of pre-qualified vendors to establish one or more procurement contracts for ITS solutions with one or more agencies. All proposals will be evaluated against stated solution objectives. Individual agencies will contract with vendors they determine provide them the most-advantageous solution in an individualized, ala carte style modular solution. Respondents are required to demonstrate their qualifications and capacity to comply with federal, state, and local procurement and contracting requirements. Relevant federal clauses are provided in Section 10 of this RFP. Local requirements could vary across different agencies.

Idaho public transportation systems serve rural, small urban and large urban service areas. The table below shows a range of system profiles for both fixed-route and demand response systems.

Fixed-Route Service Profile Ranges

Size	Type of Service Area	Average Daily Boardings	Number of Vehicles/ (Peak Vehicles)	Annual Hours	Annual Miles
Small	Small Urban and Rural	181 – 286	6 – 15 (4 – 10)	7,064 – 15,489	105,777 – 385,675
Medium	Small Urban and Rural	690 – 1,100	19 – 20 (8 – 18)	22,178 – 33,000	296,667 – 506,000

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Large	Small Urban and Large Urban	4,500	55 (42)	105,000	1,500,000
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Demand Response Service Profile Ranges

Size	Type of Service Area	Average Daily Boardings	Number of Vehicles (Peak Vehicles)	Annual Hours	Annual Miles
Medium	Small Urban and Rural	188 - 260	15 - 18 (15)	7,064 - 15,489	105,777 - 385,675
Large	Small Urban, Large Urban and Rural	1,800	48 (36)	4,300	56,000

2. STATEMENT OF OBJECTIVE

Idaho public transportation agencies are seeking ITS solutions for fixed-route and/or demand response public transportation systems in rural, small urban and large urban areas in Idaho. Solutions need to demonstrate innovative ways to meet the broader transit ITS goals as defined by the Federal Transit Administration in the areas of safety, mobility, efficiency, economic growth and trade, environmental stewardship, security, and organizational excellence. In addition, Idaho agencies are looking for ITS designed to improve the efficiency of public transportation services, improve the customer experience, demonstrate the opportunity to scale to the size and needs of various systems, generate robust, customizable, and usable data and reports, and be agile to integrate and adapt to the changing landscape and advancements in technology over time.

At a minimum, the solution should meet the following general objectives:

- Open architecture, and ensuring provider generated data resides with the provider
- HIPAA compliant VPN access to hosted information, ensuring data transmission security with advanced encryption meeting current industry accepted specifications
- Easy to learn/use with robust training and on-going customer support
- Routine maintenance and software updates, including timely security patches, bug fixes and feature upgrades, with no disruption to system performance
- Capacity to report passenger crowding data in real-time or historical by route and time period, peak times, and day of the week
- Ensure compliance with all Americans with Disabilities Act and Title VI requirements and reporting
- Ease of generating meaningful and accurate reports in usable and multiple file formats, including database, excel, .csv, and .pdf
- Supports data collection needs to comply with National Transit Database reporting requirements
- Ease of customer engagement and meeting needs of future customers
- Agility to innovate and adapt to future technology advancements
- Focused on effective dissemination of traveler information enhancing the mobility of all populations
- Ability to integrate with other data gathering systems and other business management data/systems (financial, maintenance, automated passenger counters, real-time traveler information)
- Integrate with a variety of other hardware and software systems being used by various providers in the state

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- Support the federal principles related to ITS development including safety, mobility, efficiency, economic growth and trade, environmental stewardship, security, and organizational excellence

The respondent's responsibilities during the initialization of ITS shall include, but are not limited to, the following:

- System engineering, design, installation, and when possible, integration with current provider components
- Initialization of the ITS using existing vehicle information, route schedules, bus stop locations, ridership data, etc. Initialization using existing data shall be done in a way that does not compromise the integrity of the data.
- Providers reserve the right not to import historic data and begin a new with this ITS install.
- The respondent shall supply all equipment needed to successfully implement a functioning ITS and documentation for all Respondent-supplied hardware and software.
- With future vehicle procurements, the respondent will work with vehicle manufacturers to ensure OEM integration of ITS equipment.

Intelligent Transportation System Characteristics

Below are characteristic features agencies are interested in considering in a variety of potential ITS solutions for their transit systems. Agencies will negotiate specific features to meet the objectives for their systems.

Administrative reporting tools including:

- Customizable reports for specific routes, operator, vehicle, time periods (annually, weekly, daily, hourly, peak) and the ability to filter data by weekday service, Saturday or Sunday service, or all service days
- Ridership reports that can be aggregated by boardings, alightings, rider demographic, stop, route, or trip
- Ability to export reports in Excel, PDF, CSV, and GIS data formats

Computer Aided Dispatching/Automatic Vehicle Location (CAD/AVL) system including:

- A cloud-hosted platform with an intuitive, web-based user interface that displays, at a minimum, the following information:
 - Driver ID and vehicle ID
 - Work information (run, block, route, etc.)
 - Route and bus stop overlays on an easy-to-read map. Users should be able to view routes and stops individually or as an entire system or fleet
 - Vehicle location, direction of travel, speed, and status (on-time, late, early)
 - Real-time passenger load and stop dwell time
 - Vehicle health monitoring status and electric bus battery level indicator
- Display and management of vehicle events such as:
 - Service alerts and equipment failures
 - Operator log-on and log-off
 - Schedule deviations and off-route notifications
- A reporting module that includes the following reports and features by route, operator, vehicle, and time period:
 - Schedule adherence historic vehicle playback
 - On-time performance, customizable to local policy to include capacity constraint indicators such as early trips, late trips, missed trips, and no-shows
 - Logged driver time
 - Arrival and departure times for any vehicle
 - CAD/AVL data should be available for at least 2 years
 - Reports should be exportable in standard formats, i.e. Excel, CSV, PDF, and/or GIS
- Back-end administrative tools that can be accessed from a web browser using a VPN
- The ability for provider staff to easily modify bus routes, stops, vehicle data, and schedules as well as correct errors in the data, without having to contact the respondent
- Simple account creation and deletion. Unlimited accounts should be assigned different access levels i.e. administrator, dispatcher, and viewer at no extra cost

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- The ability to set boundaries around fixed-routes for off-route notifications (geo-fencing)
- The ability for drivers to log in to any route, in any vehicle, at any time
- Live bus tracking that updates no more than every three seconds while the vehicle is in operation
- On-board hardware that is reliable, low-maintenance, and easy to update. Hardware that can be updated remotely is preferred. Hardware that can withstand very hot and very cold operating environments required.
- Accurate, real-time arrival predictions
- The capability of offering a real-time transit data API and associated developer documentation
- GTFS-RT data feed and static GTFS export capability
- Two-way text communication through operator MDTs that include common, pre-defined phrases, quick yes/no driver responses, and priority level options (critical or standard). Text message function should be disabled while the bus is in motion
- Option for voice over IP (VoIP) communication
- Replacement or integration with digital wayside signage depending on the cost, and the ability to add additional wayside signs in the future

Mobile Data Terminals (MDTs) that include the following features:

- Seamless functionality with CAD/AVL software and hardware
- Unique driver login and route/block selection
- An intuitive customizable display that includes a route ladder of upcoming stops, next stop arrival times, operator-optional turn-by-turn route navigation (preferred), and on-time performance
- Covert emergency alerting with the ability to turn on a live audio stream with dispatch (preferred)
- Durable design that is shock-proof, waterproof, and resists extreme temperatures, sunlight, vibration, and impact
- Respondent-supplied docks that mount easily to the bus
- Pre-trip inspection module

Digital Voice Annunciation System (DVAS) that features:

- Automatic internal announcements that are triggered by bus location and user-defined GPS geo-fences
- External announcements manually triggered by operator in a convenient manner, when needed
- Web-based DVAS management platform that allows provider staff to configure when and where stop announcements occur and to program voice announcements phonetically using text-to-speech technology or pre-recorded .wav file
- Seamless integration with CAD/AVL system and interior bus LED signs or media player/digital monitor displays
- Americans with Disabilities Act (ADA) compliance
- Ability to change announcement voices is preferred

Automatic Passenger Counting (APC) Systems:

- Tracking of passenger boardings and alightings through sensors installed at the front and rear, or lift, doors. Data should be recorded as a function of stops, routes, and runs
- Highly accurate data collection that meets or exceeds FTA requirements, demonstrates the ability to discriminate between passengers and non-passengers, and detect double-backs, re-crossings, and sensor obstructions
- Configurable to push real-time passenger load data to the CAD/AVL system and bus tracking applications
- Assignment of data based on driver login and route selection
- Error/failure log and the ability to adapt and manage outlying data due to routing changes, vehicle trade-outs, detours, etc.
- Web-based APC reporting module that includes the following features:
 - Easy to use, straightforward user interface

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- Accurate reports that have been cleaned of all errant data
- Ability to track and report on all current NTD data requirements including vehicle revenue miles (VRM), vehicle revenue hours (VRH), deadhead miles, deadhead hours, deadhead miles, unlinked passenger trips (UPT), and passenger miles travelled (PMT)
- 1-click NTD reporting is preferred
- Wheelchair lift and bicycle rack use reports is preferred

Web and Mobile Apps that feature:

- Ability to use on Apple iOS, Android, and Windows based operating systems with iPhone, Android, and mobile website apps offered free to the customer
- Compatibility with standard browsers, i.e. Firefox, Chrome, Edge, Safari, and Android's native browser
- Apps must integrate with real-time bus locations, estimated time of arrival (ETAs), bus stops, and routes on a familiar web map i.e. Google Maps, Map-box, Apple Maps, etc. Routes should be able to be viewed individually or as the entire system
- Input and display of route schedules on embedded rider alerts and notifications
- Integration with APCs to show passenger load and bike rack load information is preferred
- Geolocation functionality – allow users to view their current location on a map
- User-designated favorite routes and stops that can be easily accessed for fast display
- Full ADA accessibility
- Ability to upload and display custom bus icons
- A flashing beacon display that riders can use to alert bus operators at night is preferred
- Quick and easy data management and updates. Apps should be directly linked to CAD/AVL system so that only one set of data needs to be updated when changes are made to routes, stops, schedules, etc.
- Option for SMS bus location messaging service

Demand Response that feature:

- GIS-based system to ensure ADA service area can be pre-set from fixed-route
- Efficient scheduling including options to include on-demand trips
- Media player/monitor setup for annunciator and messaging
- Ability to have multiple client and transportation provider profiles to achieve appropriate allocations of costs

3. SUBMITTAL REQUIREMENTS

In submitting proposals, Respondents are to be aware CTAI strongly considers the completeness of the submittal to be the most important detail. Clear and effective presentations are preferred. The cover letter shall clearly contain the RFP title and the respondent's name.

Proposals submitted in response to this **solicitation shall be in the English language.** Offers received in other than English shall be rejected.

The intent of this solicitation is to scale to each agency's needs, which vary greatly. Agencies will have the option to purchase each module individually. No guarantee is made that any, or all, agencies will opt in to all modules requested herein.

Submitted electronic RFP response must include the following information:

- A. **Coversheet** of this RFP included, See Page # 1, above, with Respondent's name at bottom of summary page.
- B. **Cover Letter** addressed to project contact, should serve as both an introduction of the Respondent and an overview of the proposal. Introduction should:

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1. Identify the project manager.
 2. Provide contact information (physical address, telephone number, and email) and a statement confirming the commitment of key personnel identified in the submittal to meet CTAI's quality and schedule expectations.
 3. No price information shall be included in the cover letter.
 4. Include a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for proposal.
- C. **Written Responses** should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding Item Number. See written response format on page 1.
1. **Firms Qualifications**
Discuss the firm's qualifications, experience and history in developing and implementing ITS solutions.
 2. **Key Personnel and Project Team**
Provide an overview of your project manager and team members, including each team member's specific experience on similar projects. Include in your response the practices your firm uses to ensure continuity support throughout, and beyond, the implementation.
 3. **Project Approach and Work Plan**
Provide a description of your firm's approach to the project with specific emphasis on how your firm will meet or exceed the objectives and characteristics outlined in the Statement of Objective. Response should include, but not limited to the following:
 - Data Collection and Reporting
 - Minimum System Requirement
 - Integration with other technology including software and hardware, whether pre-existing or newly acquired (such as annunciators, AVL, fare collection, etc.)
 - System updates and maintenance support
 - Training and on-going customer support
 - Responding to innovations and future changes in technology
 4. **Implementation Plan and Schedule**
Provide an overview of how your company would plan to work with public transportation agencies to implement the transition over to the new solution. Include expectations for staffing needs from providers and key milestones and specific timeline for implementation phases.
 5. **References for Similar Project**
Provide references for three (3) directly applicable projects with current contact information. Include references for sub-consultants, if applicable.
 6. **Price Proposal:**
In a separate .pdf, included with and as a part of your solicitation response, the Respondent shall include an itemized, by module, and by site/provider, pricing breakdown for the following price structures associated with ITS solutions in the proposal:
 - Capital cost, including initial cost and replacement cost over a period of five years
 - Installation cost, including initial cost and future installation (i.e. for new vehicles, etc)
 - On-going support, operation and maintenance cost, per annual period for five years
 7. **Payment Schedule:**
An initial payment of up to 75% (negotiated with contracting agencies) will be made by individual agencies upon the completion of the agency's respective implementation, and operational at full

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functionality. The remaining balance to be paid after a burn-in period of 60 (sixty) days from the completion of implementation to ensure solution continues to meet measured expectation. Respondent will remedy any functionality shortfall prior to final payment being made.

Annual payment of ongoing support, operational and maintenance cost is subject to continuation of meeting functional expectations.

8. Respondent Guarantee:

Respondent guarantees the availability of ongoing software and hardware support, operation and maintenance for the term of the contract negotiated with contracting agency.

D. **Respondent Information and Certification:** Completed Part 8 with official signature(s) and date(s).

E. **Conflict of Interest Affidavit:** Page 21 with official signature(s) and date(s).

F. **Lobbying Certificate:** Page 22 with official signature(s) and date(s).

4. EVALUATION CRITERIA AND AWARD OF CONTRACT

The selection of pre-qualified vendors will be made to the most responsive and responsible Respondents demonstrating qualifications to deliver and support ITS projects for agencies in Idaho. Awards of contracts made with specific agencies may be made without negotiation or discussion of proposals received.

Proposals should be submitted initially on the most favorable terms possible.

Respondents can propose on any one or all of the ITS solutions and/or features for which they would like to be considered. Selection of pre-qualified vendors will be based on information provided in response to the RFP specific to the ITS solutions proposed. The criteria include, evaluation of proposals according to CTAI specified criteria (including cost), consideration of any exceptions taken by any respondent to proposed contract terms and conditions, qualifications and experience of the Respondent, and information provided by any required references for whom work of a similar nature has been done.

CTAI may, following receipt and evaluation of proposals and any allowed selection procedures, negotiate with any or all of the responsive and responsible Respondents until CTAI determines which proposals are eligible for placement on the list of pre-qualified ITS vendors. Transportation agencies will negotiate with vendors from the list deemed the best value/most advantageous for their agencies. In addition to any other negotiation criteria described herein, agencies may negotiate to ensure the submitting Respondents have a clear understanding of the objectives required and requirements that must be met, to ensure the Respondents will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms unique to meet the agency's needs.

5. PROPOSAL EVALUATION REQUIREMENTS

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

1. Qualifications and technical capability of the Respondent
 - a. Ability to meet minimum service standards
 - b. Ability to meet minimum back office standards
 - c. Overall quality of proposed system
2. Alignment with Statement of Objectives defined in Section 2
 - a. Approach
 - b. System features
 - c. Customer support
3. Experience base of the Respondent
 - a. Past performance on similar projects

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- b. Depth of similar project experience
 - c. Results of customer references related to similar projects
4. Pricing

B. Proposed Pricing

In a separate .pdf, included with and as a part of your solicitation response, the Respondent shall complete Part 9 – Price Proposal. Only one signed copy is necessary.

C. General

1. Interviews:

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

2. Additional Investigations:

The CTAI reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any Respondent submitting a proposal.

6. Definitions

The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part 6, Definition, except as otherwise expressly provided in this Agreement:

Agency (ies) or Contracting Agency: Government or nonprofit corporations in the State of Idaho providing public transportation services to the general public

Agreement: The complete RFP and all addendums and final negotiations

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

List of Pre-qualified Vendors: The list of vendors, deemed through the RFP selection, to be qualified for placement on the list for any or all categories of ITS solutions

Respondent: The Respondent or Prime-Respondent is the primary contact with CTAI, and subsequent contracting agencies, and is responsible for all services for which it is submitting an RFP. The Prime-Respondent is responsible for all Sub-Contractors and their compliance to all standards of this RFP.

Required Coverage: All insurance necessary to protect and save harmless contracting agencies, the vehicles, the equipment, and the real property and facilities, including, without limitation, the insurance coverage specified in negotiated agreements with agencies

Sub-contractor: Is the subcontractor for which the Prime-Respondent is directly responsible

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

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

Community Transportation Association of Idaho: Statewide professional member association organized in the State of Idaho as a 501.c.6

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Community Transportation Association of Idaho Board: The duly appointed Board of Directors of Community Transportation Association of Idaho

7. EXAMPLE SPECIAL CONTRACT TERMS AND CONDITIONS

Below are example special contract terms and conditions respondents need to consider in their proposals. Contracting agencies will determine and negotiate contract terms with vendors they deem offer the most advantageous ITS solutions.

- A. DELIVERY:** Delivery of items/services initially shall be negotiated in the contracts between respondents and contracting agencies.
- B. SILENCE OF SPECIFICATION:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. Individual contracting agencies reserve the right to verify specification compliance and other information with published sources as deemed necessary.
- C. FAILURE TO DELIVER:** Contractor shall deliver the items/services and complete any required training in accordance with all of the terms and conditions herein. Failure to do so may be cause for the termination of the Contract. Contractor shall complete delivery within the time specified in Contractor's bid. Contractor shall notify the contracting public transportation agency within one (1) day of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, transportation agency reserves the right to cancel the order and make the purchase elsewhere. Failure to meet specified delivery requirements may result in Contract termination.
- D. SUB-CONTRACTING:** The requirement for Prime-respondent responsibility does not prohibit Sub-contractors or joint ventures provided that the prime successful Prime-respondent assumes the following responsibilities:
 - 1. Serves as the sole general Prime-respondent with Transportation agency;
 - 2. Assumes full responsibility for the performance of all its Sub-contractor, 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-contractor or joint venture; and
 - 5. Submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "(5)" must
 - a. Make Transportation agency a third-party beneficiary thereunder;
 - b. Grant to [contracting agency] the right to receive notice of and cure any default by the successful Prime-respondent under the document; and
 - c. Pass through to [contracting agency] any and all warranties and indemnities provided or offered by the Sub-contractor or similar party.
- E. TAXES:** Any exemption from taxation will be determined and documented with individual [contracting agency] at the time of contract negotiations.
- F. INDEMNIFICATION:** Prime-respondent agrees to assume liability for, and to indemnify and hold harmless, contracting agency, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any

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way relating to, or alleged to be relating to, the negligence of Prime-respondent, or the execution, performance, nonperformance, or enforcement of the Agreement.

- G. INDEPENDENT CONTRACTOR:** Prime-respondent and any consultants or sub-contractors retained by Prime-respondent shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-respondent and any consultants or sub-contractors retained by Prime-respondent are not employees of contracting agency. They are not entitled to employee benefits nor do they operate under the direct supervision and control of [contracting agency], but are required to utilize independent judgment and professional skills under the parameters of this agreement.
- H. INSURANCE - REQUIRED COVERAGE:** Prime-respondent shall procure, maintain, and keep in force, at Prime-respondent expense, the Insurance Coverage as required below and shall cause [contracting agency] to be a named insured on all policies (except professional liability). Prime-respondent shall provide Proof of Insurance to contracting agency prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime-respondent shall have and maintain, at Prime-respondent expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.
- 1. Commercial General and Umbrella Liability Insurance:** Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$500,000 for each occurrence and \$1,000,000 in the aggregate.
 - 2. Workers' Compensation:** Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of \$500,000 per Accident, \$500,000 Disease, \$1,000,000 Policy Limit. The Contractor must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
 - 3. Automobile Liability:** Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- I. INVOICING:** The awarded Prime-respondent will submit all invoices per the terms negotiated within the contract.
- J. GUARANTEE:** The successful Prime-respondent will guarantee the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If [contracting agency] finds the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-respondent will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
- K. CURRENCY:** All payments are payable in US currency.
- L. STOP WORK ORDER:** Any "Stop Work Order" given to awarded vendors will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the awarded vendors and/or their assigns.

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

Respondent will be required to demonstrate their proposed solutions “proof of concept.” The “proof of concept” must be demonstrated to a satisfactory level as determined by [contracting agency] whereby all features and functions of the Contractors proposed solution is demonstrated prior to contract award.

N. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD: Will be determined by the practices of the individual contracting agency’s policies and practices.

O. NONDISCRIMINATION: [Contracting agencies] will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of this contract.

P. ALTERATION OF PROPOSAL DOCUMENT: Respondent 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.

Q. EXECUTION OF CONTRACT: Requirement and receipt of any bonds (if applicable) and insurance certificates (see Part II, § 8, Insurance, below) will be negotiated with the individual contracting agencies.

R. CONTRACT ADMINISTRATION AND CONTRACT MANAGEMENT: Contracting agencies will determine their administration and project management contacts through the contract negotiations with selected vendor.

8. RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

ADDENDA	DATE
1.	
2.	
3.	
4.	

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Prime-Respondent (General Information)

Name of Company: _____

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the request for bids; and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the request for bid referenced above; and
3. That he/she will furnish the designated item(s) and /or service(s) as quoted in the request for bid; and
4. That he/she certifies under penalty of perjury that the Prime-Offeror is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
5. That his/her company has been certified as one of the following registered business classifications:

DBE _____ Corporation _____ Other, identify: _____

Idaho Resident Bidder? ___ Yes ___ No

Federal Tax I.D. Number: _____

DUNS Number: _____

Firm's Address: _____

Firms Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Project Manager and Title if different from Contact Person:

Name: _____ Title _____

Contact Phone: _____ Contact e-mail: _____

Address where correspondence should be sent:

Listing Sub-contractors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

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

Prime-respondent understands this proposal constitutes a firm offer to Community Transportation Association of Idaho that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals.

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If awarded the contract, Prime-Respondent agrees to deliver to Community Transportation Association of Idaho the required insurance certificates and performance bond if applicable within ten (10) calendar days of the notice of award.

Prime-respondent:

Prime-respondent Signature

Date

9. Price Proposal

Respondent is to complete this Price Proposal form in compliance with Part 9 of this RFP.

The Price Proposal shall include all labor, materials, tools, equipment, transportation, training and other costs necessary to fully complete the procurement pursuant to the proposal terms, conditions and specifications. Please include the per-unit costs and any graduation of costs based on volume of units, and anticipated escalations over the term of the contracts with contracting agencies.

ITS Solution _____

Hardware _____ Units _____ Cost _____

Software _____

Installation _____

On-going Maintenance _____

Licenses _____

Warranty _____

ITS Solution _____

Hardware _____ Units _____ Cost _____

Software _____

Installation _____

On-going Maintenance _____

Licenses _____

Warranty _____

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ITS Solution _____

Hardware _____ Units _____ Cost _____

Software _____

Installation _____

On-going Maintenance _____

Licenses _____

Warranty _____

(Use additional sheets if needed.)

Any additional cost please list and explain:

Company Name: _____

Signature of Authorized Official: _____

Printed Name: _____

Date: _____

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10. REQUIRED REFERENCES

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

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

RESPONDENTS (Company) Name: _____

REQUIRED REFERENCE

1. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

2. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

3. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

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11. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

GENERAL: This solicitation and any resulting contract must identify Federal requirements set forth in current provisions and regulations, or as may be hereafter amended or superseded. As such, agencies receiving federal financial assistance, and vendors awarded contracts that use federal funds must comply with certain Federal certifications and clause requirements. It is the vendor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency, and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The following are current sample clauses.

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts - Applicable to all contracts.

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

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

No Obligation by the Federal Government

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

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

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

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor,

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to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

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

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

1. **Access to Records** - The following access to records requirements apply to this Contract: Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this

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contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

D. FEDERAL CHANGES

(49 CFR Part 18)

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

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

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

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

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

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

Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination

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against present and prospective employees for reason of age. In addition, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

G. TERMINATION PROVISIONS

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

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

1. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, CTAI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.
2. If it is later determined by CTAI that the Offeror had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Offeror, CTAI, after setting up a new delivery of performance schedule, may allow the Offeror to continue work, or treat the termination as a termination for convenience.
3. [Contracting Agency], in its sole discretion may, in the case of a termination for breach or default, allow the Offeror ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
4. If Offeror fails to remedy to [Contracting Agency]’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Offeror of written notice from CTAI setting forth the nature of said breach or default, CTAI shall have the right to terminate the Contract without any further obligation to Offeror. Any such termination for default shall not in any way operate to preclude CTAI from also pursuing all available remedies against Offeror and its sureties for said breach or default.
5. In the event that [Contracting Agency] elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by CTAI shall not limit CTAI’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
6. If, after termination for failure to fulfill contract obligations, it is determined that the Offeror was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

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H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

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

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

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

PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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

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J. AMERICANS WITH DISABILITIES ACT (ADA)

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

K. DISPUTES

Performance During Dispute – Unless otherwise directed by [Contracting Agency], Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

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

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

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CERTIFICATIONS & AFFIDAVIT

Respondent to complete as indicated below

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

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

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

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

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

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CONFLICT OF INTEREST AFFIDAVIT

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

Conflict of Interest - That the Contractor, by entering into this contact with [Contracting Agency] is to perform or provide work, services or materials to [Contracting Agency], 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 Contractor, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to [Contracting Agency] and take action immediately to eliminate the conflict or to withdraw from this contract, as [Contracting Agency] may require.

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

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

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EXHIBIT A

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of the Bidder or Offerors Authorized Official

Name, Title of the Bidder or Offerors Authorized Official

Date