

Treasure Valley Transit, Inc.
Request for Bid – Purchase of Service

Treasure Valley Transit, Inc.
1136 W. Finch Dr., Nampa Idaho 83651
Request for Bid for a Purchase of Service
208-463-9111

Request for Bid

The Chairman of the Board of Treasure Valley Transit, Inc., (TVT) invites written bids to be received in the office, by mail or in person, of the Executive Director of TVT no later than Monday, August 13, 2018 by 12:00 pm

Purchase Transportation Services for Seniors and Persons with Disabilities in the following areas of or surrounding communities: Council, New Meadows, Cascade, McCall (including connection to Payette) New Plymouth, Payette, Cambridge, Weiser, Idaho City, Horseshoe Bend, Gem County, Homedale, Marsing, Grandview and Melba.

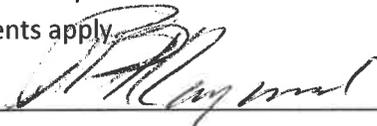
This Request for Bid (RFB) is a written solicitation for bids and shall be awarded to the most **responsible and responsive** transportation contractor(s) who meet the requirements specified in the RFB. **The service can be bid as a whole or in specific cities.**

All information will be available on the TVT website: www.treasurevalleytransit.com.

A Bidder's Conference is a meeting for all prospective contractor(s) to ask questions they may have about the RFB process and submission. Once the Bidder's Conference is concluded TVT will not answer any more questions or provide additional information to a prospective contractor. All questions and answers will be posted on the TVT website. The Bidders Conference is scheduled for 10:00 am on Monday, July 16, 2018 at Treasure Valley Transit, Inc. Attendance at this meeting can be done via conference call.

The completed RFB Document must be returned to TVT at its office at 1136 W. Finch Dr., Nampa Idaho 83651, no later than August 13, 2018 by 12:00pm. Bid Response requires return of the entire document with signatures by mail or in person. The Award will be posted on the TVT website after TVT Board approval.

Funding of this project is made available through a Federal 5310 Purchase of Service Grant. The procurement is subject to an agreement between Treasure Valley Transit, Inc., and the Idaho Transportation Department, Division of Public Transportation. Geographical discrimination in the award of any funds for procurement under FTA authorized grants is prohibited. All applicable Federal 3rd party requirements apply.

By:  _____

Paul Raymond, Board Chair, Treasure Valley Transit, Inc.

Date: 6/20/18

PREFACE

To successfully submit a Request for Bid (RFB) under this announcement it is absolutely necessary to respond and prescribe with due diligence to the following:

- Be certain that a “Letter of Intent” has been submitted to TVT prior to the conclusion of the Bidders Conference on July 16, 2018 at 10:00 am
- Fill out all information required by the Contractor completely
- Be sure that you understand the 20% local matching requirement
- Contractor(s) understand that all “Compliance Issues” will be strictly enforced
- Contractor(s) understand the “Standard Terms and Conditions” Pages 8-20
- Contractor understands the “Scope of Work” section starting on Page 21-22
- The “Scope of Work Questionnaire” has been filled out in its entirety. If there is a question that does not apply it is so designated with a “N/A”
- A bid has been entered based upon units of service requested with an appropriate rational
- Bid Document is signed on Pages 23, 27, 33, 34 and 35
- The bid has been submitted in a timely fashion to reach TVT no later than Monday, August 13, 2018 by 12:00 pm

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**PART 1: INSTRUCTIONS, REQUIREMENTS AND INFORMATION FOR COMPLETION AND
SUBMISSION OF THE REQUEST FOR BID (RFB)**

OVERVIEW OF THE PROJECT

The Offering Agency (OFFEROR) of this RFB is

Treasure Valley Transit, Inc.
1136 W. Finch Drive
Nampa, Idaho 83651
Phone No. 208-463-9111
FAX No. 208-465-1803
Contact Person: Terri Lindenberg
E-mail: terri@treasurevalleytransit.com
Website: www.treasurevalleytransit.com

This Request for Bid (RFB) is a written solicitation for bids and shall be awarded to the most **responsible and responsive** transportation contractor(s) who meet the requirements specified in the RFB. The service can be bid as a whole or in specific areas.

Treasure Valley Transit, Inc. is seeking to provide transportation services to Seniors and Persons with Disabilities' through a single contract or multiple Purchase of Service Contract(s) in the following areas of or surrounding communities:

1. Cascade, Council, New Meadows and McCall (including connection to Payette)
2. Cambridge, New Plymouth, Payette, and Weiser
3. Idaho City, Horseshoe Bend, Gem County, Homedale, Marsing and Grandview
4. Melba

Funding of this project is made available through a Federal 5310 Purchase of Service Grant. The procurement is subject to an agreement between Treasure Valley Transit, Inc., and the Idaho Transportation Department, Division of Performance. The funding allocated to each community is defined and requires the CONTRACTOR(S) to meet the 20% matching requirement of the grant. The unit of service rate is outlined in this RFB per area. If a CONTRACTOR(S) has the ability to provide the identified unit of service rate at a lower cost that will give the CONTRACTOR an advantage. However, it will need to be determined that the CONTRACTOR has the organizational capability to do so. The 20% matching requirement will be calculated into the reimbursement process of the CONTRACTOR(S) invoice. **It is imperative that this calculation be factored into the CONTRACTOR(S) cost per unit of service.**

To gain the greatest perspective of this project for the purpose of calculating costs and responding to the Scope of Work Questionnaire, the prospective contractor(s) (hereafter, referred to as Contractor(s)) are advised to review and be knowledgeable of all sections of the RFB. All questions will be directed to the contact person

listed above via email and will be answered via posting on the TVT website prior to the Bidders Conference on Monday, July 16, 2018 at 10:00 am at the TVT office.

OVERVIEW OF THE OFFERING AGENCY

QUALIFICATIONS OF THE PROPOSING AGENCY (CONTRACTOR(S))

NOT-FOR-PROFIT ORGANIZATIONS:

The contracting agency/organization must be legally incorporated with a 501(c) 3 designation and have a demonstrated history of satisfactory human service performance.

FOR-PROFIT ORGANIZATIONS:

The contracting business/organization which is a For-Profit organization is eligible for competing in this offering although Federal funds from the FTA are being utilized for the project. We welcome all interested For-Profit organizations to respond to this opportunity. (Please note that the questions asked in this application are geared to the vocabulary corresponding to a non-profit organization and you should appropriately interpolate for a For-Profit organization.)

OVERVIEW OF THE RFB PROCESS

TO GUARANTEE CONSIDERATION OF THE RFB:

TVT will maintain the confidential nature of information that CONTRACTORS include in their bids to prevent any CONTRACTOR from receiving information that might give a competitive advantage over others.

Bids will receive a TVT staff review to assure that all requested information has been provided. If the bid is lacking significant information, or if a critical section is missing, the bid will be eliminated from the competition. Award will be made to the most responsible bidder(s) whose bid(s) meet the requirements of the RFB. The bid should be submitted in the most favorable terms the CONTRACTOR can legitimately provide. TVT may reject all bids if in the best interest of TVT they are not acceptable.

SUBMISSION INSTRUCTIONS

Prospective CONTRACTOR(S) are to submit the original copy of the complete RFB packet to TVT. The RFB must be received by 12:00 pm on Monday, August 13, 2018. Submit the bid to:

**Treasure Valley Transit, Inc.
1136 W. Finch Drive
Nampa, Idaho 83651**

Do not bind the Bid. Staple the bid in the upper left-hand corner. Any attachments must be on 8-1/2" X 11" white paper. The RFB must be submitted in its entirety, along with any supporting documents because all sections of the RFB become an integral part of the contract. The bid must be placed in an envelope measuring at least 9" X 12" so that the proposal is not folded. Note on the envelope that this document is an RFB.

EVALUATION OF BID

TVT staff will be organized to review the bids and provide a recommendation of the outstanding application(s) to the TVT Board of Directors. TVT staff shall utilize the evaluation score sheet included in Appendix A to quantify their decision. TVT anticipates that there will be more than one successful bidder in this process. TVT also reserves the right to not award the contract(s) at all and/or to call for new bids or terminate the bidding process.

NOTIFICATION OF AWARD

CONTRACTORS will be notified of the results of their application within 3 days of the deadline for submission of the RFB. Unsuccessful CONTRACTORS may request to be informed of the reasons they did not receive the contract if the request is submitted to TVT within 5 days of the Notice of Award.

APPEAL PROCESS

CONTRACTORS who are not successful in their application have 5 days to respond to the Notice of Award if they wish to appeal the decision. The Letter of Appeal should be addressed to TVT.

An Appeals Committee will be composed of the Executive Director, Assistant Director and a TVT Board Member (who will chair the committee). The Appeals Committee will determine a hearing time within one week of the receipt of the appeals request.

The record of the Bid Evaluation Committee plus the rating forms and a summary of the recommendations will be submitted to the Appeals Committee for review.

It is the responsibility of the denied CONTRACTOR to furnish the Appeals Committee with a written explanation of the perceived procedural errors in the selection process. The denied CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of the appeal.

The decision of the Chairperson of the Appeals Committee, on the recommendation of the Appeals Committee, shall be final and conclusive, and shall be sent in writing to the CONTRACTOR within five working days of the hearing.

CONTRACT AND CONTRACT NEGOTIATION

The successful CONTRACTOR shall have 5 days in which to accept or refuse the offer of the contract. This period of time may be adjusted by TVT if a request for an appeal has been initiated by another CONTRACTOR; or for any reason that may change the original intent of the RFB, the ability of TVT to issue a contract at the time, or the resources to support the RFB.

A period of negotiation may be needed to resolve minor concerns, questions, units of service, and funding allocation. All CONTRACTORS should be aware of the potential that the anticipated levels of funding may change, and that one agency may be awarded more than one service area contract.

DEVELOPING THE RFB APPLICATION

COMPLETING THE SCOPE OF THE WORK QUESTIONNAIRE

The Scope of Work Questionnaire provides the CONTRACTOR(S) the opportunity to develop a convincing rationale why TVT should select the CONTRACTOR to be awarded the contract. Part VII makes up the total Scope of Work Questionnaire. It includes questions and requests for information.

The CONTRACTOR(s) are advised to be as complete and accurate as possible in submission of the Scope of Work Questionnaire. The responses to the questionnaire will be the criteria for judging how well the CONTRACTOR(S) understand the problems/needs to be addressed, the purpose of contracting the service, and the scope of work that must be completed to fulfill the needs and purposes required by TVT.

All parts (I through VII) of the RFB are to be utilized by the prospective CONTRACTOR(S) as guides and information for developing Part VII, the Scope of Work Questionnaire.

THE BIDDER'S CONFERENCE

The Bidder's Conference is a meeting for all prospective CONTRACTOR(S). It provides the CONTRACTOR(S) an opportunity to ask any questions they may have about the RFB process and submission of the application.

Once the Bidder's Conference is concluded, TVT will not answer any more questions or provide any additional information to prospective CONTRACTOR(S). This action is to insure that an unfair advantage has not been given to a CONTRACTOR, and that all CONTRACTORS have been treated equally and fairly.

The Bidder's conference is scheduled for Monday, July 16, 2018 at 10:00 am at office of TVT. Attendance at this meeting can be done via conference call. 1-866-740-1260 Access Code: 4547458

All questions and answers will be posted on the TVT website.

PART II: OVERVIEW OF TVT

HISTORICAL PERSPECTIVE AND BACKGROUND

Treasure Valley Transit, Inc. is a private non-profit transportation provider serving the rural counties of the Idaho Transportation Department's, District 3 since 1992.

SERVICES PROVIDED:

TVT provides fixed route, deviated fixed route and demand response services.

PART III: STANDARD TERMS AND CONDITIONS

PURPOSE

It is the purpose of this document to establish Standard Terms and Conditions incorporated into agreements between TVT and CONTRACTOR(S) for service provisions funded, in whole or in part, by or through TVT.

Funding of this project is made available through the Idaho Department of Transportation, Division of Public Transportation (ITD-PT) Sections 5310 funding for the work specified in this project. This Request for Bid shall be for the purpose of providing:

TRANSPORTATION SERVICES: in the areas of or surrounding:

Council, New Meadows, Cascade, McCall (including connection to Payette), New Plymouth, Payette, Cambridge, Weiser, Idaho City, Horseshoe Bend, Gem County, Homedale, Marsing, Grandview and Melba.

To be eligible for transportation individuals must be 65 years of age and older or a person with a disability.

DEFINITIONS

The following definitions are important terms which must be understood by a CONTRACTOR.

TERM – DEFINITION:

CFR – Code of Federal Regulations

Contract or Agreement – Shall mean the contract in its entirety which shall include the Request for Bid and any required attachments.

Contracts Manager – This is a staff member designated by TVT to administer this program.

Contractor – A person or organization(s) that provide a service with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between parties.

Contract Services – Provided to those agencies desiring service for their specific agency. Costs for contract services are based upon fully allocated costs to run the services.

Controlled Substance – Those substances defined and included in the Idaho Code listing of substance abuse.

Demand Response – (Also known as “dial-a-ride”): Door to door service available 24 hours prior to request. It is available to all persons in the community needing transportation for medical, shopping, social or other important activities.

ITD/DOT – The Idaho Transportation Department or the Department of Transportation

Elderly and Persons with Disabilities (U.S.C. section 5310) – These are capital funds allocated by statutory formula for assistance to the “elderly and disabled.” The funds may be used by public or private non-profit organizations that coordinate services for purchase of service funds when it is cost effective.

FTA – Federal Transit Administration

Firm Fixed Rate – A specific rate (price) for a specific unit(s) of service. The rate is fixed regardless of provider’s actual cost experience in provision of the service unit(s.)

Monitoring – All formal or informal procedures used to delineate and quantifiably document the provision or utilization of services.

Program Income or Local Match – Funds earned from activities part or all of which is borne as a direct cost by the contract or counted as a direct cost towards meeting a match requirement of a contract.

Specialized Transportation – Term referring to wheelchair accessible transportation for persons with disabilities or persons who are elderly.

Subscription Service – A demand responsive service that it is regularly scheduled in advance that does not require 24-hour advance notice for each trip. It is designed to for persons who require regular rides to work, school, doctor, etc.

Written Notice – A notice submitted by one party to the other party by registered or certified mail, return receipt requested.

ASSURANCES

The CONTRACTOR(s) assures that it will comply with all applicable Idaho Transportation Department, Division of Public Transportation requirements as outlined in this RFB and as may become a requirement at any time during this contract.

AVAILABILITY OF FUNDS

Contracts resulting from the RFB are subject to the availability of funds. At the option of TVT an amendment of the contract may result when there is an increase or decrease of funds.

FINANCIAL AND PROGRAM REPORTS, AND VOUCHERS

By the fifteenth (15th) day of the month, the CONTRACTOR shall submit to TVT all programs and financial reports or vouchers for authorized services rendered under this contract in the preceding month. If the 15th of the month falls on a Saturday, Sunday, or holiday, reports are due by closing time (5:00pm) of the following work day.

The CONTRACTOR shall submit monthly reports on the approved report forms supplied by TVT. Invoices submitted by the 15th day of each month shall be paid within 30 days. Invoices that are received after the 15th day may be held for processing for an additional month. TVT will not pay for services provided in excess of those identified in this Contract.

CONTRACTOR may not accept additional remuneration i.e. tips, from any client for services provided under this contract.

FINANCIAL RECORDS

CONTRACTOR shall maintain all books, records and other documents relative to this contract for three (3) years after audit by TVT or closing of the respective 5310 grant – unless otherwise provided or required by law.

These records, both fiscal and program, shall be subject at all reasonable times for inspection, review, or audit by TVT, state and federal personnel, or other personnel duly authorized by TVT which would permit expeditious determination to be made at any time of the status of the funds and various program activities within the award, including the disposition of all monies received from TVT and the nature and amount of all charges claimed against such funds. These records shall also provide for the expeditious determinations of attainment of program goals, objectives, and activities as provided in this contract. The CONTRACTOR shall comply with Federal OMB Circular: A-110 (Program Management Practices), A-122 (Bookkeeping Practices), and A-133 (Auditing Practices.)

COMPANY POLICY, PRACTICES, AND DRIVERS MANUALS

CONTRACTOR shall provide a copy of company driver manuals, policies and practices which describe the measures taken to assure passenger safety, security, and timely pick-up and departure times for bid evaluation and contract monitoring purposes.

PERMITS AND LICENSES

CONTRACTOR shall hold valid permits, licenses, certificates and other documents as required by the State, County, City or other governmental or regulatory bodies to engage legally in, and perform the services to be provided, under this contract. These must be made available for inspection by TVT upon request. The CONTRACTOR shall notify TVT immediately of any suspension, termination, lapses, non-renewals or restrictions or required licenses, certificates, or other permits.

CONFIDENTIALITY

All records and other information maintained by the CONTRACTOR about person receiving services under this contract are confidential and shall be protected by the CONTRACTOR from unauthorized disclosures. An authorized disclosure is allowed upon informed consent of the recipient or client, his or her attorney, or responsible guardian, provided that the CONTRACTOR or TVT may disclose information to each other for purposes directly connected with the administration of their program. This includes, but is not limited to, providing a service, coordinating the service with another service, and participating in an audit, provided further that TVT or the CONTRACTOR shall disclose information for research, statistical, monitoring, and evaluation purposes conducted by appropriate federal agencies.

To meet the requirements of informed consent, a written release form will be utilized in which the subject of the information or his or her guardian must be fully apprised of

- The voluntary nature of the disclosure
- The nature and extent of the information being released
- The person or organization to whom the information will be released
- The purposes for which the information will be used
- The effect on the subject of the information, if any, of not providing all or part of the requested information
- Any other facts which, under the circumstances are necessary to the giving of intelligent consent

DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the following Drug-Free Workplace Policy: "It is the policy of the CONTRACTOR that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. It is a condition of employment with the CONTRACTOR that the employees abide with by this policy." CONTRACTOR agrees to notify TVT of any drug-free violations occurring in the workplace not later than ten calendar days after the offense is discovered.

As required by US DOT regulation, "Drug Free Workplace Requirements (Grants)," 49 CFR, Part 29, Subpart F, as modified by 41 U.S.C. 702. The CONTRACTOR agrees that it will provide a drug-free workplace by:

- Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employees for violations of that prohibition;
- Establishing an on-going drug free awareness program to inform its employees about:
 - The dangers of drug abuse in the workplace
 - Its policy of maintaining a drug-free workplace
 - Any available drug counseling, rehabilitation, and employee assistance program , and
 - The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace
- Making it a requirement that each of its employees to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement.
- Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant or cooperative agreement, the employee will be required to:
 - Abide by the terms of the statement, and
 - Notify the employer (CONTRACTOR) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
- Notifying TVT in writing, within ten (10) calendar days after receiving notice required by paragraph (2) directly above from an employee or otherwise receiving actual notice of that conviction. The CONTRACTOR, as employer of any convicted employee, must provide notice, including position title to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
- Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (statement 2 above) of this agreement with respect to any employee who is so convicted:
 - Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency

DRUG AND ALCOHOL TESTING PROGRAM

The Contractor will follow the FTA Drug and Alcohol testing requirements for pre-employment, random, reasonable suspicion and post-accident.

DEBARMENT AND SUSPENSION

As required by U.S. DOT regulations on Government-wide Debarment and Suspension (non-procurement) at 49 CFR 29 501: The CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtain in, 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;
- 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 listed in first subparagraph above of this certification; and
- Have not within three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - (1) The CONTRACTOR also certifies that, if it later becomes aware of any information contradicting the statements of paragraphs above, it will promptly provide that information to TVT and FTA
 - (2) If the CONTRACTOR is unable to certify to all statements of this certification, it shall indicate so in its applications, or in the transmittal letter or message or accompanying its annual certifications and assurances, and provide a written explanation to TVT and FTA

SERVICE PROVISION

PROGRAM MONITORING:

CONTRACTOR recognizes that TVT will monitor and assess the activities and progress of all programs covered under this Contract on a bi-annual basis. Said monitoring will be accomplished through, but not limited to, review, of program and financial reports, on-site visits (for service delivery and administrative sites) with program administrators and staff, and client surveys.

CONTRACTOR agrees that TVT has the right to withhold any findings of the monitoring until the report of the findings are completed and packaged for presentation. The final report of findings shall be provided to the CONTRACTOR within 30 days conclusion.

INSURANCE COVERAGE

CONTRACTOR shall furnish proof in the form of a signed Certificate of Insurance that it carries insurance under Worker's Compensation, Worker's Liability, Comprehensive Liability, Building Insurance and fire Coverage and comply with all limits, terms and conditions stipulated in said policies.

Workers compensation and Employer's Liability Insurance: affording statutory compensation benefits for all employees and employer's liability insurance with limits of not less than \$250,000 for each accident or disease. Contractors not required by statute to obtain workers compensation insurance must demonstrate to TVT satisfaction the financial capacity to indemnify TVT against claims from CONTRACTOR'S employees.

Commercial General Liability Insurance (Broad Form): with a limit of not less than \$500,000 per occurrence for personal injury and proper damage liability. Such liability insurance shall contain provisions for personal injury and property damage liability. Such liability insurance shall contain provisions insuring the contractual liability assumed hereunder.

Commercial Automobile Liability Insurance: with a combined single limit of not less than \$1,500,000 per accident for bodily injury and property damage liability arising from owned, non-owned and hire automobiles. CONTRACTOR'S General Liability and Auto Liability insurance shall provide for the following conditions:

Unless the CONTRACTOR'S insurance contains the standard liability form definition of insured ("...the insurance afforded applies separately to each insured...except with respects to limits..."), the CONTRACTOR'S insurance shall contain a standard Cross Liability Endorsement as follows:

It is agreed that the inclusion of more than one corporation, person, organization, form or entity as a named insured in this policy shall not in any way affect the rights of any such corporation, person, organization, form or entity either as respects to claim, demand, suit or judgment made or brought by or in favor of any employee of such other insured. This entity shall insure each such corporation, person, form or entity in the same manner as though a separate policy had been issued to each but nothing herein contained shall operate to increase the CONTRACTOR'S liability as set forth elsewhere in this policy beyond the amounts for which CONTRACTOR would have been liable if only one person or interest had been named as insured.

CONTRACTOR'S insurance shall be primary over any other insurance carried by ITD including self-insurance.

COMPLIANCE ISSUES

CONFLICT OF INTEREST

CONTRACTOR warrants that no person has been employed to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give TVT the right to terminate this contract, or, at the discretion of TVT to deduct from the CONTRACTOR'S fees the amount of such commission, percentage, brokerage, or contingent fee.

GRIEVANCE PROCEDURES

For the Passenger

The CONTRACTOR shall submit in writing to TVT for approval a system through which recipients of service under this contract may represent grievances about the activities of the CONTRACTOR related to service delivery. The CONTRACTOR shall record and maintain all complaints that have been submitted in writing and the actions taken to resolve the complaints. Unresolved complaints will be referred to TVT Contracts Manger.

For the Contractor

It is mutually agreed by TVT and the CONTRACTOR that the CONTRACTOR may request an informal conference with representative(s) of TVT. A written notice for a conference regarding a grievance shall be submitted within 30 days of the alleged incident. After the conclusion of the conference, TVT shall submit a letter of response to the appropriate party (ies) within 10 days.

Should the aggrieved party (ies) disagree with the findings outlined in the Letter of Response, a written appeal of the decision shall be submitted to TVT by the aggrieved party (ies) within 10 days of receipt.

Order of Precedence the order in which inconsistencies in the contract are to be resolved in a grievance proceeding are as follows:

- 1st – Appropriate provision/compliance to the Idaho code or applicable federal regulation
- 2nd – Terms and conditions of any incorporating agreement
- 3rd – Terms and conditions of this contract
- 4th – Personal conditions e.g. vehicle cleanliness, driver courtesy, safety issues, faulty seat belt or securement for wheelchair, etc.

CIVIL RIGHTS

CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, as amended and any other laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, physical or mental disability, sex, color, military commitment, religion, age or national origin.

NON-DISCRIMINATION

CONTRACTOR agrees to adhere to Federal non-discrimination regulations as outlined in 49 CFT, part 27, Non-discrimination on the basis of disability, and Part 28, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance.

Nondiscrimination Plan

During the performance of any contract executed under this agreement, the CONTRACTOR and all subcontractors shall comply with Non-discrimination requirements. Requirements of Non-discrimination include, but are not limited to the following:

Nondiscrimination in Employment: The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or presence of any sensory, mental, or physical disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of such corporation, association, educational institution, or society of its activities.

The CONTRACTOR shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital

status, age, or presence of any sensory, mental, or physical disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, and recruitment selection for training, including apprenticeships and volunteers.

Nondiscrimination in Client Service: The CONTRACTOR and any subcontracting party will not on grounds of race, color, sex, religion, national origin, creed, marital status, age, or presence of any sensory, mental, or physical disability:

Deny a qualified individual any services or other benefits provided under this Contract

Provide any services or other benefits to an individual who are different, or are provided in a manner differing from that provided to others, or prescribed by a client eligibility assessment under this Contract.

Subject an individual to segregation or separate treatment in any manner in receipt of any services or other benefits provided to others under this Contract.

Deny an individual an opportunity to participate in any program provided by the Contract for provisions of services or otherwise, be afforded others, unless specified in a client plan from an authorizing agency.

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity *particularly in the level and quality of transportation services and transportation-related benefits) for which the CONTRACTOR receives Federal assistance awarded by the U.S. DOT or FTA as follows:

- The CONTRACTOR assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the CONTRACTOR assures that it will submit the required information pertaining to its compliance with these requirements
 - (1) The CONTRACTOR assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
 - (2) As required 49 CFR 21.7 (a)(2), the CONTRACTOR will include in each third party contract or sub-agreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, and improvements.

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

In accordance with 49 CFR 26.13(a), the recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient assures that it shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the grant agreement or cooperative agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approval DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud civil Remedies Act, 31 U.S.C. 1801 et seq.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the CONTRACTOR assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The CONTRACTOR assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

OCCUPATIONAL SAFETY & HEALTH ACT

CONTRACTOR agrees to adhere to applicable Occupational Safety and Health Act rules and regulations.

TRANSPORTATION RELATED ISSUES

CONTRACTOR ensures that it has read the FTA / ITD Assurances and that the CONTRACTOR has signed the last page (Page 36) of these assurances.

CONTRACTOR ensures that drivers providing transportation services for the elderly have documentation of successfully passing the course titled, "Passenger Assistance, Safety, and Sensitivity Training (PASS) or an approved course by TVT.

CONTRACTOR ensures that all drivers who operate a vehicle with the ability to carry 16 or more passengers shall have a qualified CDL license and DOT medical card which is current.

The CONTRACTOR will have developed job descriptions for all drivers. The job descriptions will reflect legal requirements, certifications, license, and relevant duties and responsibilities for each position.

CONTRACTOR shall strive to have all drivers documented as to having taken, and successfully completing, the "Defensive Driving Course" and "CPR and First Aid" courses.

CONTRACTOR ensures that all drivers have a current background check and a Department of Motor Vehicles printout with no more than 3 points in a three-year period.

CONTRACTOR understands that this RFB is for "Demand Response Service," and the required response time for the elderly to participate shall not be longer than 24 hours.

CONTRACTOR shall make services available from 8:00 A.M. to 5:00 P.M. Monday through Friday, unless noted otherwise elsewhere in the Contract.

The CONTRACTOR certifies that it:

Has the institutional, managerial, and financial capability (**including funds sufficient to pay the non-Federal share of project cost**) to ensure proper planning, management, and completion of the project described in its application

Will give FTA, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the CONTRACT; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Will establish safeguard to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain

Will initiate and complete the work within the applicable project time periods following receipt of ITD approval

Will comply with all statutes relating to nondiscrimination including, but not limited to

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color or national origin
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C.1681, 1683, and 1685 through 1687, which prohibits discrimination on the basis of sex
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disabilities
- The Age Discrimination Act of 1975, as amended, 42 U.S.C.6010 through 6107, which prohibits discrimination on the basis of age
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA Programs, and

The requirements of any other nondiscrimination statute(s) that may apply to the project

CERTIFICATIONS REQUIRED BY STATUTE

- (1) As required by 49 U.S.C.5307(d)(1)(A) through (J), the CONTRACTOR certifies that:
- a. It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects
 - b. It has or will have satisfactory continuing control over the use of the equipment and facilities
 - c. It will adequately maintain the equipment and facilities
 - d. All drivers will have the necessary training outlined in the RFB
 - e. It has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(e) and applicable FTA policy (specifying Federal and Local shares of project costs).

CERTIFICATIONS AND ASSURANCES FOR THE ELDERLY AND PERSONS WITH DISABILITIES PROGRAM

Based on the CONTRACTORS own knowledge and as necessary the CONTRACTOR administering on behalf of TVT the elderly and Persons with Disabilities Program authorized by 49 U.S.C. 530 certifies and assures that the following requirements and conditions will be fulfilled:

- The CONTRACTOR will have the necessary legal, financial, and managerial capability to receive Federal assistance authorized for 49 U.S.C. 5310 and to implement and manage the project.
- Each CONTRACTOR is recognized under state law as a private nonprofit or private for profit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- The CONTRATOR assures that sufficient non-Federal funds have been or will be committed to provide the required local share.
- The CONTRACTOR has, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment purchased with Federal assistance awarded for the project
- The CONTRACTOR is in compliance with all applicable civil rights requirements, and has provided the Nondiscrimination Assurance (Category I.F. "Certifications and Assurances Required of Each CONTRACTOR.
- TVT will enter into a written agreement with each CONTRACTOR stating the terms and conditions of assistance by which the project will be undertaken and completed.
- The CONTRACTOR recognizes ITD's and FTA's authority to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations.

CONTRACT CONSIDERATIONS

Incorporation of "Request for Bid" into Contract: CONTRACTOR agrees that the "Request for Bid," including a bid proposal which accurately reflects parameters listed in the contract as approved by TVT is an integral and binding part of the contract.

Contract Modification: the contract (and the RFB,) at the option of TVT may be amended at any time depending on availability of funds or discovery of administrative omissions. Amendments to this contract shall be in writing.

Acceptance of Contract: CONTRACTOR agrees to perform the services set forth in the contract. Such services shall be performed in accordance with all Federal and State regulations.

Contract Termination: Either TVT or the CONTRACTOR may terminate this contract for any reason at any time following 30 days written notice of the other party. The party terminating this contract shall provide the other party with a written statement of the reason for termination.

Either party may terminate this contract at any time for material breach of the contract to the other party.

PART IV – IDENTIFIED SERVICE AREAS

TVT will receive ITD 5310 funds to provide transportation services. TVT concludes that within the region the following units of service will be needed by seniors and person with disabilities in these four areas of District 3.

1. Cascade, McCall, New Meadows and Council (including connection to Payette)
2. Cambridge, New Plymouth, Payette, and Weiser
3. Idaho City, Horseshoe Bend, Gem County, Homedale, Marsing and Grandview
4. Melba

PART V: PURPOSE STATEMENT

The purposes of this RFB are:

- To establish transportation services (Demand Response) for:
 1. Maintaining or increasing the independence and dignity of seniors and persons with disabilities by optimizing their daily choices, and freedom from barricades of mobilization and isolation
 2. Promoting abilities of the seniors and persons with disabilities to function within the community and be able to participate in group activities outside the community
- As a result of the delivery of viable transportation services, the incidence of isolation or long term institutionalization will be decreased and/or delayed to effectively maximize the quality of life
- The quality of life for consumers will be enhanced due to the close association with other services such as: recreation, personal associations and medical care when needed and other services offered within the surrounding community
- Provide assurance that transportation services will be targeted to the elderly and disabled

PART VI: SCOPE OF WORK

THE WORK TO BE DONE

Transportation Services

Within the areas (cities) specified, it is anticipated that the Contractor(s) shall provide demand response transportation for seniors and persons with disabilities at a specific cost per boarding.

(ONE UNIT OF SERVICE = One Boarding)

Transportation shall be made available to the seniors and persons with disabilities from 8:00 A.M. to 5:00 P.M. upon 24 hours advance notice of request for service.

Negotiation and efforts shall be expended to attempt to provide service to those who live outside the normal travel radius, or has travel needs beyond the ordinary time frames, of the provider.

Wheel chair lift accommodations and "Service Beyond the Curb" shall be initiated for those who need said assistance. Service beyond the curb can include the following when it does not increase liability for the CONTRACTOR.

- Helping from vehicle into house, or place of visitation
- Carrying in groceries, and packages that cannot be handled safely
- Assisting passenger on entering or exiting the vehicle

It is understood that if the CONTRACTOR is also the owner or has interest in a facility housing seniors or persons with disabilities, that those seniors or persons with disabilities residing in that in that facility are not eligible for services to be funded under this contract if the facility normally offers transportation to its residents.

OTHER RELATED WORK

Orientation and Training of Drivers: All drivers must receive orientation before providing transportation services. It is understood that all drivers of vehicles carrying 16 or more passengers will have a CDL license and shall meet all the requirements and qualifications as set forth in this Request for Bid. Those drivers of vehicles holding less than 16 passengers must have a current Idaho driver's license.

Orientation training shall include, but is not limited to the following curriculum

- Writing accident and incident reports
- Checking Safety of Vehicle (Pre-Trip and Post-Trip Inspections)
- Wheel-chair lift operation
- Policies and procedures to follow in case of an accident
- Operation of communication devices, (radios, cell phones, etc.)
- Handling abusive, disruptive, non-cognitive clients
- Maintaining accurate and legible reports

It is understood that all drivers will have successfully completed a certified Passenger Assistance, Safety, and Sensitivity (or approved training), Defensive Driving Course and a CPR and First-Aid course taught by a qualified instructor(s) who are recognized by ITD.

Monitoring: TVT will conduct a bi-annual formal evaluation of the transportation services. A "Client Satisfaction Survey" shall be conducted annually whereby the CONTRACTOR will be responsible for the duplication of the survey form (usually one page) for each transportation client, and the consequent distribution and collection of the forms. Other monitoring and assessments may be requested to satisfy the need for retrieval of information for TVT and ITD.

Reports: The contractor will be able to document and validate eligibility of program recipients, and service units provided, upon request of TVT.

Assessment of Eligibility: Assessment of eligibility to receive service is the responsibility of the CONTRACTOR.

Recognizing Omissions in Work Statement: The CONTRACTOR understands that this RFB cannot list all possible duties related to this project. Prospective CONTRACTORS are encouraged to study the Standard Terms and Conditions of this RFB.

HOW THE WORK IS TO BE DONE

SERVICE PROCEDURES

Service procedures shall be conducted in accordance with meeting the implied and specified intent of governing rules and regulations referenced in the Standard Terms and Conditions, the Problem and Needs Statements, and the Purpose Statement of this RFB. Should practice or actions of the CONTRACTOR, assignees, or employees deviate from the actual or implied Standard Terms and conditions, the CONTRACTOR shall inform the TVT within 15 days of the act of deviation.

FOR WHO THE SERVICE IS TO BE PROVIDED

Eligibility: Persons aged 65 years and over and persons with disabilities living in the designated areas, and determined to be in need through an approved process of age determination are eligible for transportation services under this contract.

WHEN THE JOB IS TO BE DONE

The contract year for delivery of Transportation Services begins October 1, 2018 and concludes on September 30, 2020 or when the 5310 grant funding is expended. It is the intention of Treasure Valley Transit, Inc., to continue to seek these grants funds on an ongoing basis.

WHO IS GOING TO DO THE JOB

All employees providing direct services to seniors or persons with disabilities shall be appropriately oriented and trained to fulfill their positions as set forth in a detailed job description.

SCOPE OF WORK QUESTIONNAIRE

AGENCY NAME:

AGENCY ADDRESS:

AGENCY DIRECTOR:

CONTACT PERSON:

This bid completed by:

Date:

Phone#

Fax#:

LEGAL STATUS OF AGENCY: Check one

- Public Not-for-Profit
- Private Not-for Profit
- For Profit
- Other: _____

This bid was reviewed by the agency's governing board? Yes No

I certify to the best of my knowledge, the information contained in this bid is accurate and complete and that I have the legal authority to obligate this agency to a contractual agreement. I understand that if this agency is awarded a contract resulting from the submission of the RFB, the RFB becomes an integral and binding part of the contract. I realize that final funding for any service is based upon available funds, and the approval of TVT.

Signature

Title

Date

Please answer all the questions below in a complete but concise manner and please denote which question the information regards (example: Question #1 ...)

The questions are worded in such a manner that they assume a Not-For-Profit agency is applying in response to the RFB

ORGANIZATIONAL CAPABILITY

1. Briefly list programs and services that your organization has provided to seniors and persons with disabilities.
2. Document the sources for meeting the 20% match. For example, area on aging funding, local fundraisers, in-kind: volunteer hours, etc.
3. List the staff (by title) that will be used to carry out this project.
4. What other strengths (qualifications and experiences of staff, alignment with other cooperating organizations, etc.) uniquely qualifies your agency to provide Transportation Services?

SERVICE LEVEL & DESIGN

5. Is your organization proposing to bid for more than one of the service areas or cities listed on page 20? Provide an overview of services and explain the rationale for doing so, and what efficiency increases or other improvements would result?
6. Explain how your agency will ensure that access to the transportation service will be equally available to all eligible seniors and persons with disabilities, but also will recognize the need to target (prioritize) based on vulnerability criteria listed in this RFB.
7. Describe your assessment procedure for determining eligibility services and explain how your organization will document the eligibility of the clients?
8. Explain how your agency will accept and log requests for transportation services in a manner that ensures that consumers will not “fall through the cracks” or be forgotten.
9. How will your organization provide awareness and education of this service?
10. How will your agency evaluate the effectiveness of the service in meeting the consumer’s needs?
11. How will consumer satisfaction of services provided be determined? How will you handle, report, and document client complaints?

PROGRAM MANAGEMENT

12. What body (i.e. governing board or advisory council) will be responsible for the oversight of the Transportation Program? Describe this group's size, membership, and role in chart below. If incorporated, is a copy of the organization's Articles of Incorporation and By-laws available for review upon request? ()Yes, () No

MAKE-UP OF BOARD

Board Member's Name	Office Held	Year Elected	Term of Office	List: senior, local official, minority, etc.

Type of governing body: _____

13. Please detail any other strength's, or information you would like to have considered in your agency's bid.

14. ASSUME THE FOLLOWING TO CALCULATE THE CHARGE PER BOARDING: Factor your costs to include an administration rate and operational costs (driver wage, fuel, maintenance, insurance, etc.). For example a \$12.00 per boarding rate includes \$2.00 for administration and \$10.00 for operations. What is your administrative charge per boarding? What is your operational cost per boarding?

15. Explain how you will document the per mile rate beyond the eight mile radius.

16. Include all completed information and submit attachments required in the Appendices

APPENDICES
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Appendix	C:	Copy of 501(C) 3 status, Annual Audit or Financial Statements	
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Appendix A

SERVICE PROVIDER OVERVIEW

Name of Contractor:

Address of Contractor

Phone Number of Contractor

Contact Person

Person(s) who has Authority to Sign Contracts and/or Vouchers

(Signature)

(Signature)

Current hours of Business: From: _____, To: _____

Please provide three references (names with phone numbers)

Appendix B

ORGANIZATIONAL CHART

Appendix C:

COPY OF 501 (C) 3

ANNUAL AUDIT OR FINANCIAL STATEMENTS

Appendix D:

Provide Copy of Vehicle Maintenance Plan

LIST OF VEHICLES TO BE USED

<u>Make</u>	<u>Type</u>	<u>Wheel Chair Lift?</u>	<u>Vin#</u>	<u>Mileage</u>
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Appendix E

SCORING THE TRANSPORTATION SERVICES RFB

RFB EVALUATION CRITERIA	Maximum Points	Points Awarded
Has the CONTRACTOR identified the 20% local match?	Pass	Fail
A. Organizational Capability Does the organization have related experience in service delivery with proven program performance? How does the CONTRACTOR'S program relate to the goals and purposes of the agency, and is there demonstrated commitment? Does the Agency have the capacity to operate the Transportation Program?	15	
B. Proposed Service Levels Are the Service levels realistic and within reasonable scope listed by the RFB?	10	
C. Service Plan Does the plan for service delivery follow ITD and Federal rules and regulations? Are explanations clear and complete for the various service activities? Are there clear procedures for ensuring accurate costs to TVT and the per mile rate for those transported beyond the eight mile range? Is the service accessible to those needing it most?	20	
D. Vehicle(s) and Maintenance Does the CONTRACTOR have a well maintained vehicle fleet? Is this documented through a maintenance plan with detailed records?	10	
E. Program Management Is there adequate internal oversight and monitoring of the program? Is the information on clients stored appropriately and confidentially? Is there evidence of proper assessment of eligibility to insure only qualified individuals will receive services?	20	
F. Staffing Is there an appropriate level of administration and management proposed? Are staffing levels and proposed training realistic to accomplish program service levels and activities proposed?	15	
G. Unit of Service Rate Has the prospective CONTRACTOR demonstrated the ability to provide the service at the unit of service rate identified in the RFB?	10	
Totals:	100	

This is the Score Sheet for Bidder: _____

Notes: _____

Rank order of Scoring: _____

Appendix F

Check Transportation Sites for which you are Bidding:

	YES		YES		YES		YES
Cascade		Cambridge		Idaho City		Homedale	
Council		New Plymouth		Gem County		Marsing	
McCall		Payette		Horseshoe Bend		Grandview	
New Meadows		Weiser				Melba	

BID AMOUNT NOT TO EXCEED \$107,000 annually for all combined service areas
 Estimate Amount per Service Area

Cascade \$ _____

Council \$ _____

McCall \$ _____

New Meadows \$ _____

Cambridge \$ _____

New Plymouth \$ _____

Payette \$ _____

Weiser \$ _____

Idaho City \$ _____

Gem County \$ _____

Horseshoe Bend \$ _____

Homedale \$ _____

Marsing \$ _____

Grandview \$ _____

Melba \$ _____

Appendix G:

AUTHORIZATION AND VALIDATION OF BID

My signature below is testimony that:

- I have completely read the Request for Bid including the Preface, and that I have been given an opportunity to have all my questions answered to my satisfaction by attending a bidder's conference.
- I have completed accurately to the best of my ability all information requested in the Request for Bid that is appropriate to my organization.
- I fully understand all statements of assurance and compliance have been read, understood and that this agency can and will meet those rules and regulations which are the basic mandates for receiving funding for this project.
- I understand the "scope of work questionnaire" and the scope of services to be performed and for whom they are to be performed.
- I understand that I have the right to seek an official review of my application if I feel that the contract was not justifiably awarded to the most capable and efficient bidder(s) for carrying out the scope of work described within the Request for Bid.
- I am the qualified and designated official of our organization to negotiate and enter into contracts for service.

Name: _____ Title: _____

Company or Organization Name: _____

Address: _____

Phone: _____

Appendix H:

CONTRACT SPECIFICATION PAGE:

CONTRACTS FOR: Transportation Services in The _____ ID service area

Between the Hours of: _____

Descriptor	Units	Notes
SERVICE AREA		
AT A COST PER BOARDING =	\$	TOTAL UNIT COST PER RIDE
THE 20% LOCAL MATCH	\$	DEDUCT THE 20% LOCAL MATCH
AT A COST PER BOARDING=	\$	(Charged to TVT)
For the Contract Period of:		October 1, 2018 through September 30, 2020

We do understand that the figures represented in the table above accurately reflect the units and parameters of this contract for the purpose of billing and payment for services.

Board Chairperson

Date

Date

Fill in this page for each area being bid on if unit price is different.

Appendix I:

CONTRACT SIGNATORY PAGE

It is understood that this Contract is composed of, and contains, the completed Transportation Service, "Request for Bid" (RFB) and the appendixes of the RFB, and any other attachments submitted by the CONTRACTOR. It is also understood that the specifications agreed to in this Contract are delineated within the RFB, and that the units of service and rate per units of service are specified in the "Contract Specification Page."

NOTICE OF CONTRACT EFFECTIVENESS

It is understood that the Contract is not effective until the Director of TVT has signed the contract; the effective date has been filled in by the Director, and is retroactive if the date has arrived or passed. No employee or agent of TVT may authorize reimbursable service to the CONTRACTOR or his/her organization except by the Director of TVT in writing.

It is further understood that the Contract will become effective the October 1, 2018 and will continue until September 30, 2020 or the 5310 funding is expended.

In the event this contract is not executed prior to the effective period, the late execution shall provide for the retroactive approval of any units of service authorized by the Contract and made prior to the date of execution.

SIGNATURES

Terri Lindenberg
Executive Director
Treasure Valley Transit, Inc.

CONTRACTOR

Date of Signature

Date of Signature

Appendix J:

FEDERAL CLAUSES

Federal Contract Clauses – Overview and Recommended Contract Language

This appendix includes information regarding clauses found in contracts utilizing FTA funding. The clauses are outlined in the table below according to procurement type and cost threshold. Micro-purchases are not included in the table, except Davis-Bacon requirements that apply to construction contracts more than \$2,000. Note that some clauses are utilized in all contract types and funding while others are related to a cost threshold or contract type.

Table 1: Required Federal Clauses by Procurement Type and Threshold

Type of Procurement					
Clause	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (By Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims, Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>10,000	>10,000	>10,000	>10,000	>10,000
Civil Rights (Title VI, EEO, ADA)	All	All	All	All	All
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Suspension and Debarment	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000

Treasure Valley Transit, Inc.
Request for Bid – Purchase of Service

Type of Procurement					
Clause	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel	For property transported by ocean vessel	For property transported by ocean vessel
Fly America	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Title 18 (Sec 874)				All	
Copeland Anti-Kickback Act Title 40 (Sec 3145)				>\$2,000	
Bonding				>\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings & Additions	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All

Type of Procurement					
Clause	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Recycled Products*		For items designated by EPA, when procuring \$10,000 or more per year		For items designated by EPA, when procuring \$10,000 or more per year	For items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	All	All	All	All	All
Notification of Federal Participation for States **	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States
* See http://www.epa.gov/osw/inforesources/pubs/orientat/rom51.pdf					
** Applies to the state only—notice to public indicating FTA assistance					