

CITY OF DRIGGS

PO BOX 48

60 S MAIN ST

DRIGGS, ID 83422

Request For BIDS

ITEM: Purchase of One (1) New Type "C" School Bus

Date Issued: February 26, 2024

Questions Due: March 6th by 5pm MST

Answers/Last Addendum Posted by: March 19, 2025 by 5pm MST

Responses Due: Monday, March 24, 2025 by 1pm MST

Project Description: Contract for a period of time commencing on the date of award, and expiring April 1, 2026 for the Purchase of one Type C School Bus by City of Driggs for the Grand Targhee Resort Shuttle service per the attached specifications, terms and conditions and Price Schedule.

- Part I: Background and Information for Bidders
- Part II: Special Contract Terms and Conditions
- Part III: Scope of Work/Technical Specifications
- Part IV: Offeror's Information and Certification
- Part V: Additional Required Forms
- Part VI: FTA Requirements

PART I: BACKGROUND AND INFORMATION FOR BIDDERS

BACKGROUND

City of Driggs, an incorporated municipality in the State of Idaho and recipient of Idaho Transportation Department capital funding, is inviting bids from qualified vendors for one (1) new Type 'C' School Bus with a minimum 48 passenger capacity, with ADA lift and meeting the additional specifications contained herein. The City also invites bids on Bid Alternate "A" for a new Type 'C' School Bus with a minimum of 54 passenger capacity, with ADA lift and meeting all the same specifications as in the base bid. Bid Alternative "A" will be chosen if the low bid for Bid Alternative "A" falls within available funding, otherwise the award will be for the lowest qualified base bid.

INFORMATION FOR BIDDERS

- 1. GENERAL:** These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Offerors should review the proposed contract agreement and any supplemental documents attached to this request. All the terms and conditions of the agreement are binding on the successful Bidder. Failure to comply may subject the Bidder to immediate rejection. City of Driggs reserves the right to determine whether any Bid meets the specifications stated in this document.
- 2. BIDDER/OFFEROR RESPONSIBILITY:** City of Driggs has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Bidder represents that it has investigated and agreed to all terms and conditions of this RFB.
- 3. AVAILABILITY OF RFB PACKETS:** Packets are available at City of Driggs, 60 S Main Street, Driggs, Idaho 83422. Bid packets may also be requested by email send all requests to DSelf@DriggsIdaho.org or call 208-354-2362 ext. 2111, or may be downloaded from City of Driggs's website at www.driggsidaho.org/bids .
- 4. BIDDER'S OFFER TO City of Driggs:** **Bidders are expected to thoroughly examine the scope of work, terms, and conditions of the RFB. Bidder's terms, conditions, and prices shall constitute a firm offer to City of Driggs that cannot be withdrawn by the Bidder for ninety (90) calendar days after the RFB closing date.**
- 5. DELIVERY OF BIDS TO City of Driggs:** One (1) sealed original of your signed Bid/Proposal must be received at City of Driggs, 60 S Main St, Driggs, ID 83422 (or PO Box 48, Driggs, ID 83422, if by USPS) **on or before 1pm (MST), March 24, 2025.**
- 6. Bids must be sealed and plainly marked as "BUS BID".** They may either be hand delivered, US Mailed or carrier shipped; electronic versions will not be accepted. A public opening of the timely received bids will be held at 1:05PM on March 24, 2025 at City of Driggs offices in Driggs, Idaho.
- 7. SIGNED BIDS:** All original bids must be signed in ink. Bids not so signed will be disqualified and considered non-responsive.
- 8. LATE BIDS:** Bids received after the date and time indicated herein shall not be accepted. Requests for extensions of the bid closing date or time will not be granted. Senders mailing bids should allow sufficient mail time to ensure timely receipt of their bids before the deadline, as it is the sender's responsibility to ensure their bid arrives before the closing date and time.

9. WITHDRAWAL OR MODIFICATION OF BIDS: Bids may not be modified after the closing date. Bids may be withdrawn by senders before bid closing date upon written request of the official who is authorized to act on behalf of the sender.

10. INQUIRIES, CORRESPONDENCE, REQUESTS FOR CHANGES OR CLARIFICATION:

Vendors shall notify City of Driggs of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. All questions and requests for clarification or modification of the RFB shall be made in writing and addressed to: City of Driggs, Attn: Doug Self, PO Box 48, Driggs, ID 83422; they may also be e-Mailed to DSelf@driggsidaho.org Bidders are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to City of Driggs and the advantage to City of Driggs of the proposed change.

11. ADDENDA: If City of Driggs determines any changes are necessary an addendum will be issued incorporating any changes that have been approved. Modification to this RFB shall be made only by written addenda issued to all RFB holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of City of Driggs, and shall not be binding.

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

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

C. Bidder shall notify City of Driggs by email to DSelf@DriggsIdaho.org of any ambiguity, inconsistency or error that they may discover upon examination of the documents.

D. Any interpretations, corrections or changes of this document will be made by Addendum. Any interpretations, corrections or changes of this document made in any other manner will not be binding and Bidders are not to rely on them.

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

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

14. SUBCONTRACTING: The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Bidder assumes the following responsibilities: (1) serves as the sole general contractor with City of Driggs; (2) assumes full responsibility for the performance of all its subcontractors, 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 subcontractor or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make City of Driggs a third-party

beneficiary thereunder; (b) grant to City of Driggs the right to receive notice of and cure any default by the successful Bidder under the document; and (c) pass through to City of Driggs any and all warranties and indemnities provided or offered by the subcontractor or similar party.

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

(A) Selection of the successful bidder will be based on information provided in response to the RFB including evaluation of bids according to City of Driggs specified criteria including cost, consideration of any exceptions taken to City of Driggs proposed contract terms and conditions. Bid Alternative "A" will be chosen if the low bid for Bid Alternative "A" falls within available funding, otherwise the award will be for the lowest qualified base bid.

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

(C) City of Driggs may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible Bidder. In addition to any other negotiation criteria described herein, City of Driggs may negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiations, adequate procedures will be used to ensure that any information, including price, from competing bids or proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and City of Driggs may undertake negotiations with the next ranked submitting vendor.

16. City of Driggs PREROGATIVE: City of Driggs reserves the right to contract with any single firm or joint venture responding to this RFB (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFB does not commit City of Driggs to negotiate a contract, nor does it obligate City of Driggs to pay for any costs incurred in preparation and submission of bids or proposals or in submission of a contract. City of Driggs reserves and holds at its discretion the following rights and options in addition to any others provided by City of Driggs: (1) to reject any or all of the bids or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFB.

17. INTENT TO AWARD: Upon completion of the solicitation evaluation City of Driggs will provide to all Bidders a Notice of Intent to Award via e-mail and/or mail.

18. EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Part II, § 8, Insurance, below) must be received at City of Driggs no later than ten (10) business days after the date of notification of award by City of Driggs. In the event the apparent successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, City of Driggs may award the contract to another Bidder; in

such event, City of Driggs shall have no liability and said party shall have no remedy of any kind against City of Driggs.

19. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD: If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within five (5) business days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j)).

20. PROTESTS BEFORE BID OPENING: Written objections to specifications or other bid procedures must be received by City of Driggs at least three (3) business days before the date and time upon which bids are scheduled to be received (Idaho code, 67-2806 (2)(c)).

21. NONDISCRIMINATION: City of Driggs will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.

22. Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your bid or proposal.

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

PART II: SPECIAL CONTRACT TERMS AND CONDITIONS

1. **SUBCONTRACTING:** The requirement for Prime-Offeror responsibility does not prohibit Sub-Offeror or joint ventures provided that the successful Prime-Offeror assumes the following responsibilities:

The requirement for Prime-Offeror responsibility does not prohibit Sub-Offeror or joint ventures provided that the prime successful Prime-Offeror assumes the following responsibilities: (1) serves as the sole general Prime-Offeror with City of Driggs; (2) assumes full responsibility for the performance of all its Sub-Offerors, 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-Offeror or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make City of Driggs a third-party beneficiary thereunder; (b) grant to City of Driggs the right to receive notice of and cure any default by the successful Prime-Offeror under the document; and (c) pass through to City of Driggs any and all warranties and indemnities provided or offered by the Sub-Offeror or similar party.

2. **TAXES:** City of Driggs is exempt from Federal and State taxes.

3. **TERMINATION FOR IMPOSSIBILITY:** City of Driggs may terminate this contract for impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise

makes available sufficient funds.

4. **TERMINATION FOR DEFAULT:** City of Driggs may terminate this contract for diminished service or scheduling by the Contractor, failure by the Contractor to comply with the contract requirements or failure by the Contractor to implement the contract or perform in a timely manner.

5. **TERMINATION:** City of Driggs may terminate this contract, in whole or in part, at any time by written notice to the Offeror when it is in City of Driggs's best interest.

A. The Offeror shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Offeror shall promptly submit its termination claim to City of Driggs to be paid. If the Offeror has any property in its possession belonging to City of Driggs, the Offeror will account for the same, and dispose of it in the manner City of Driggs directs.

B. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, City of Driggs may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

C. If it is later determined by City of Driggs 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, City of Driggs, after setting up a new delivery of performance schedule, may allow the Offeror to continue work, or treat the termination as a termination for convenience.

D. City of Driggs in its sole discretion may, in the case of a termination for breach or default, allow the Offeror ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

E. If Offeror fails to remedy to City of Driggs'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 City of Driggs setting forth the nature of said breach or default, City of Driggs 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 City of Driggs from also pursuing all available remedies against Offeror and its sureties for said breach or default.

F. In the event that City of Driggs elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by City of Driggs shall not limit City of Driggs's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

G. If, after termination for failure to fulfill contract obligations, it is determined that the Offeror was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

6. **INDEMNIFICATION:** Prime-Offeror agrees to assume liability for and to indemnify and hold harmless City of Driggs, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every

kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Officer, or the execution, performance, nonperformance, or enforcement of the Agreement.

7. **INDEPENDENT CONTRACTOR:** Prime-Officer and any consultants or sub-contractors retained by Prime-Officer shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Officer and any consultants or sub-contractors retained by Prime-Officer are not employees of City of Driggs. They are not entitled employee benefits nor do they operate under the direct supervision and control of City of Driggs, but are required to utilize independent judgment and professional skills under the parameters of this agreement.

8. **INSURANCE, Required Coverage:** Prime-Officer shall procure, maintain, and keep in force, at Prime-Officer's expense, the Insurance Coverage as required below. Prime-Officer shall provide Proof of Insurance to City of Driggs prior to award. Proof of Insurance shall include an additional insured endorsement. Until all work under the Agreement is completed and vehicles are delivered and accepted by the City of Driggs, Prime-Officer shall have and maintain, at Prime-Officer's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

Workers' Compensation: Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage.

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

9. **NOT USED.**

10. **INVOICING:** The awarded Prime-Officer will submit all invoices, with supporting documentation to: City of Driggs, Attn: Doug Self, PO Box 48, Driggs, ID 83422. All Invoices through City of Driggs are processed bi-weekly. The awarded Prime-Officer can expect City of Driggs to issue and mail payment within 30 days after receipt of invoice with regards to the terms set forth within this RFB.

City of Driggs reserves the right to withhold payment without penalty until properly executed invoices are submitted.

- (ii) Invoices must be Contractor's invoices. City of Driggs will not accept invoices from sub-contractors and will not pay sub-contractors.
- (iii) Contractor's invoices will include City of Driggs's billing/contact information (name, address, phone) as provided by City of Driggs.
- (iv) Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

11. **GUARANTEE:** The successful Prime-Offeror will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If City of Driggs finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Offeror will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.

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

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

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

Intent to Award Letter: The letter that City of Driggs will send to all Prime-Offerors stating City of Driggs's selection.

Negotiations: City of Driggs and the selected Prime-Offeror will negotiate a start date, performance measures, billing format, and reporting.

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

Required Coverage: All insurance necessary to protect and save harmless City of Driggs, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this Agreement.

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

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

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

City of Driggs: an Idaho municipality.

City of Driggs Board: The duly appointed City Council of City of Driggs.

13. **CURRENCY:** All payments are payable in US currency.

14. **NOT USED.**

15. **CONTRACT ADMINISTRATION:** The Mayor of City of Driggs shall be the administrator for this contract.

16. **DEBARRED BIDDERS:** The Prime-Offeror, including any of its officers or holders of a controlling interest, is obligated to inform City of Driggs whether or not it is or has been on any debarred bidders' list maintained by the United States government. Should the Prime-Offeror be included on such a list during the performance of this project, Prime-Offeror shall so inform City of Driggs.

17. **DELIVERY REQUIREMENTS:** Delivery shall be "FOB Destination" to City of Driggs Public Works, 235 S 5th Street, Driggs, ID 83422. In the event deliveries are sub-contracted to another vendor by the Contractor; the Contractor is ultimately responsible for complying with all conditions of this contract.

PART III: SCOPE OF WORK / TECHNICAL SPECIFICATIONS

BASE BID: 48-PASSENGER TYPE 'C' SCHOOL BUS W/ ADA LIFT

Contract for a period of time commencing April 4, 2025 or date of award, and expiring April 1, 2026, for the Purchase of one (1) new current production Type 'C' School Bus of 32ft length or less with ADA lift for City of Driggs, per the attached specifications, price schedule, terms and conditions seating at least 48 ambulatory passengers and at least one (1) wheelchair passenger, which may require reduction in the ambulatory passenger seating for securing of the wheelchair.

BID ALTERNATE "A": 54-PASSENGER TYPE 'C' SCHOOL BUS W/ ADA LIFT

Contract for a period of time commencing April 4, 2025 or date of award, and expiring April 1, 2026, for the Purchase of one (1) new current production Type 'C' School Bus with ADA lift for City of Driggs, per the attached specifications, price schedule, terms and conditions, seating at least 54 ambulatory passengers and at least one (1) wheelchair passenger, which may require reduction in the ambulatory passenger seating for securing of the wheelchair.

The vehicle will be used exclusively in the Grand Targhee Resort shuttle service through agreement with START Bus and Grand Targhee Resort. The City of Driggs, in cooperation with these partners, has identified certain specifications that are considered strict requirements for the vehicles. These are:

- Engine (Cummins 6.7 diesel 240HP@560lb-ft exterior front engine design, not in cab)
- Transmission (Allison 2500 pts 5 speed)
- Hydraulic or Air Brakes
- Must have ADA lift or ramp
- Custom paint color options (single color, not yellow or white)
- Same manufacturer builds entire bus
- Auto tire chains and Cooper RHD drive tires or equivalent
- Engine Block Heater
- Luggage rack/handrailing above seating
- Security cameras
- Stereo with PA
- Tinted windows
- Electric door opener
- Entrance step de-icer

- Pebble step treads
- Tie downs for wheel chair
- Two seats that fold up when not in use
- Exhaust brake
- Air drier
- Grill cover
- Exterior Luggage compartments
- Exterior LED lights
- Air Ride driver seat
- Two 80,000 BTU heaters or equivalent
- Stepwell heater
- Acoustic headliner
- Vandal locks on entrance and rear emergency doors
- Heated and remote control exterior mirrors
- Driver's side window sun visor
- Driver AC
- Front and rear mud flaps
- Rear Fenderettes
- Emergency equipment compartment in front bulkhead
- Floor cove molding
- Keyed alike
- Tilt telescope steering wheel
- Driver area storage box
- Handrails both side of entrance door
- Cowl steps and handles
- Two six-inch windshield fans
- Cup holder
- Trash container

The proposer is responsible for all work and for ensuring the vehicle and its components meet all Americans with Disabilities Act, DOT and FTA requirements for applicable public transportation agency vehicles at the time of delivery to City of Driggs.

To assist City of Driggs in ensuring compliance with Federal Transit Administration and City of Driggs's purchasing requirements, include a separate and distinct section in your bid proposal titled "Submission Forms". Within this section of your proposal, include all the forms found in the Submission Forms part of this document.

1 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement the Contractor warrants and guarantees to the original Procuring Agency each complete coach, and specific subsystems and components as follows:

1.0 Complete Coach

The coach is warranted and guaranteed to be free from defects for three (3) years or thirty-six thousand (36,000) miles, whichever comes first, beginning on the date of acceptance of each coach. During this warranty period, the coach shall maintain its structural and functional integrity. The warranty is based on regular operation of the coach under the operating conditions prevailing in the Procuring Agency's locale.

1.1 Subsystems and Components

Specific subsystems and components should be warranted and guaranteed to be free from defects and related defects for the times and/or mileage given below:

<u>ITEM</u>	WHICHEVER OCCURS FIRST	
	<u>YEAR</u>	<u>MILEAGE</u>
Engine	3	36,000
Transmission	3	36,000
Drive axle	3	36,000
Brake system (excluding frictional material)	3	36,000
Air conditioning system	2	N/A
Basic body structure (OEM chassis)	3	36,000
Coach Manufacturer	7	200,000
Floor (Wood material)	7	200,000

Response must state exceptions to these requirements.

1.2 Voiding of Warranty

The warranty shall not apply to any part or component of the coach that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractors maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Procuring Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals.

1.3 Exceptions to Warranty

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Procuring Agency such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

1.4 Detection of Defects

If the Procuring Agency detects a defect within the warranty periods defined in Section 3.1, it shall promptly notify the Contractor's representative. Within five (5) working days' after

receipt of notification, the Contractors representative shall either agree that the defect is in fact covered by the warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at the Procuring Agency's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Procuring Agency and the Contractor. Work necessary to affect the repairs defined in Section 3.8 shall commence within ten (10) working days after receipt of notification by the Contractor.

1.5 Scope of Warranty Repairs

When warranty repairs are required, the Procuring Agency and the Contractors representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within

the five (5) day period, the Procuring Agency reserves the right to commence the repairs in accordance with Section 3.9.

1.6 Scope of Warranty Provisions

The Contractor shall correct a fleet defect under the warranty provisions defined in Section 3: Warranty Requirements. After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other coaches purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the coaches.

1.6.1 Voiding of Warranty Provisions

The fleet defect provisions shall not apply to coach defects caused by noncompliance with the Contractor's recommended normal maintenance practices and procedures.

1.6.2 Exceptions to Warranty Provisions

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to Procuring Agency supplied items such as fare boxes, radios, and tires.

3.8 Repair Procedures

3.8.1 Repair Performance

The Procuring Agency may require the Contractor or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. The work may be done by the Procuring Agency's personnel with reimbursement by the Contractor.

3.8.2 Repairs by Contractor

If the Procuring Agency requires the Contractor to perform warranty-covered repairs, the Contractor's representative must begin within ten (10) working days after receiving notification of a defect from the Procuring Agency, work necessary to effect repairs. The Procuring Agency shall make the coach available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the Procuring Agency's option, the Contractor may be required to remove the coach from the Procuring Agency's property while repairs are being affected. If the coach is removed from the Procuring Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

3.9 Repairs by Procuring Agency

3.9.1 Parts Used

If the Procuring Agency performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

3.9.2 Contractor Supplied Parts

The Procuring Agency may request that the Contractor supply new parts for warranty-covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within ten (10) working days of receipt of the

request for said parts.

3.9.3 Defective Components Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor. Materials should be returned in accordance with Contractor's instructions.

3.9.4 Reimbursement for Labor

The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours in the flat rate manual or if a manual is not provided the actually required time to correct the defect by the shop rate. Shop rate is \$74.18 per hour.

3.9.5 Reimbursement for Parts

The Procuring Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 5 (five) percent handling charges.

3.10 Additional Warranty Requirements

If any component, unit, or subsystem is repaired, rebuilt, or replaced by the Contractor or by the Procuring Agency's personnel, with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem.

**City of Driggs REQUEST FOR BIDS RFB
Required Form PART**

IV: OFFERORS INFORMATION AND CERTIFICATION

The undersigned certifies as follows:

- (1) That he/she has read and understands all requirements and specifications of the proposal invitation; and
- (2) That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
- (3) That he/she will furnish the designated items(s) and /or service(s) as quoted in the Proposal; and
- (4) That he/she certifies under penalty of perjury that the 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:

SBE _____ DBE _____ Corporation _____ Other, identify: _____

Idaho Resident Bidder: Yes: _____ No: _____

Federal Tax I.D. Number: _____

Name of Company: _____

Firm's Address: _____

Firm's Telephone: _____ Fax: _____

Contact Person and Title: _____

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

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

Address where correspondence should be sent:

Listing of major sub-consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBEs):

Prime-Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with City of Driggs that incorporates the terms and conditions of the entire Request for Bids package. If a Contract Agreement is not contained within this Request for Bids

Packet, then a Purchase Order, Request for Bids Packet, and the Offeror's Bid response will constitute the contract in its entirety.

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

Prime Offeror, Company Name: _____

Prime Offeror's Signature: _____ Date: _____

Printed Name: _____

Signatures and/or acknowledgments are also required on certain portions of the Sections below. You are required to complete and include them as a part of your proposal.

ATTACHMENT 1

City of Driggs REQUEST FOR BIDS

PART V: ADDITIONAL REQUIRED FORMS

**NON-COLLUSION AFFIDAVIT
(Page 1 of 1)**

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City of Driggs or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

_____ Title

My Commission expires _____

ATTACHMENT 3

**City of Driggs REQUEST FOR BIDS
Required Form**

**REQUIRED TECHNICAL INFORMATION
(Page 1 of 3)**

Bus Manufacturer _____ **Bus Model Number** _____

Dimensions (Ft, In)

Vehicle Length (Over Bumpers)	
Vehicle Height (Overall)	
Interior Headroom (Center of aisle)	
Floor Height Above Ground, Front Passenger Door	
Step Height, Front Passenger Door	
Turning Radius (Curb-to-Curb)	
Wheel Base	
Overhang Centerline of Axle Over Rear Bumper	

Interior Configuration

Number of Passenger Seats	
Wheelchair Capacity	
Interior Length	
Interior Width	
Driver Seat Manufacturer & Model	
Passenger Seat Manufacturer & Model	
Flooring Manufacturer & Model	

Power Plant

Engine Manufacturer	
Model	
Number of Cylinders	

Transmission

Manufacturer	
Model	
Speeds (Forward)	

Alternator

Quantity	
Manufacturer	
Type	
Model	
Voltage	
Output at Idle (Amps)	
Output at Maximum Speed (Amps)	

Axle, Front

Manufacturer	
Type	
Model Number	
Gross Axle Weight Rating (lbs)	

Axle, Rear

Manufacturer	
Type	
Model Number	
Gross Axle Weight Rating (lbs)	

Brakes

Front Type	
Size	
Rear Type	
Size	
Parking Brake Actuation	
- On Rear Brakes or Transmission Output Shaft?	

Cooling System

Radiator	
Manufacturer	
Type	
Model Number	
Number of Tubes	
Fins Per Inch	
Width	

Heating & Air Conditioning Equipment

Manufacturer - Front	
Manufacturer - Rear	
Heating Capacity - Front	
Heating Capacity - Rear	
Air Conditioning Capacity - Front	
Air Conditioning Capacity - Rear	

Wheelchair Lift Equipment

Manufacturer	
Model	
Type	
Capacity	
Dimensions of Platform (Width & Length, Inches)	
Ramp Length	

Camera(s) _____

Warranty

Exceptions to required warranty terms:

ATTACHMENT 4

**City of Driggs REQUEST FOR BIDS
Required Form**

**DBE CERTIFICATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Driggs deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26**

In accord with 49 CFR §26.49, §26.45, which requires grantees to obtain a certification from TVMs that wish to bid or propose on DOT-assisted transit vehicle procurements, City of Driggs requires a copy of this certification immediately following this signed form. Failure to sign this form and provide this documentation may disqualify your submission. Supplier must also have obtained certification and be list on the FTA website (http://www.fta.dot.gov/12326_5626.html)

I hereby certify that the bidder or offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration. I hereby certify that a copy of the certification has been provided immediately following this form in the proposal document.

Date _____

Signature _____

Company Name _____

Title _____

ATTACHMENT 5

**City of Driggs REQUEST FOR BIDS RFB
Required Form**

**FTA REQUIRED FORM: REFERENCE 49 U.S.C. 5323(C) & 49 CFR PART 665
(Page 1 of 1)**

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned (Contractor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT 6

**City of Driggs REQUEST FOR BIDS RFB
(Required Form)**

**LOBBYING, 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20
(Page 1 of 2)**

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT 7

City of Driggs REQUEST FOR BIDS RFB (Required Form)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) (Page 1 of 2)

Background and Applicability

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

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

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

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

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

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

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

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

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

The undersigned chief counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Typed Name of Applicant's Attorney

ATTACHMENT 8

**City of Driggs REQUEST FOR BIDS RFB
(Required Form)**

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

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

- A. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and
- B. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of City of Driggs or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: _____

By: _____

Title: _____

(seal)

ATTACHMENT 9

PART 6: FTA REQUIREMENTS

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

ATTACHMENT 10

CLEAN AIR

42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

ATTACHMENT 11

ACCESS TO RECORDS AND REPORTS

(49 U.S.C 5325, 18 CR 18.36 (i), 49 CFR 633.17)

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

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of Termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

ATTACHMENT 12

FEDERAL CHANGES **49 CFR Part 18**

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

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 Master Agreement 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.

ATTACHMENT 13

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The City of Driggs shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT 14

NO OBLIGATION BY THE FEDERAL GOVERNMENT:

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.

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.

ATTACHMENT 15

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 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.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

CIVIL RIGHTS (The following requirements apply to the underlying contract):

(1) 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, disability, or sexual preference. In

addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) 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. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect 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, age, or sexual preference. 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.

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

(c) Disabilities - 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.

(3) 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.

ATTACHMENT 16

BREACHES AND DISPUTE RESOLUTION **49 CFR Part 18, FTA Circular 4220.1F**

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Driggs. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Driggs. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Driggs shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Driggs, 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 acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Driggs 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 within the State in which the City of Driggs is located.

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 the City of Driggs, 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.

ATTACHMENT 17

FLY AMERICA

FLY AMERICA: Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

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

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

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

21. TERMINATION

49 U.S.C.Part 18 **FTA Circular 4220.1F**

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor 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 Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services): If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.