PUBLIC NOTICE of Special Board Meeting
MEETING NOTICE and AGENDA

Wednesday, October 5th, 2016 at 2:00pm
Ketchum City Hall Council Chambers, 480 East Ave N, Ketchum, ID 83340

**Board Members:** Chair David Patrie (Blaine Co.), Vice-chair Jane Conard (Sun Valley), Secretary Joe Miczulski (Bellevue), Tory Canfield (at-large), Anne Corrock (Ketchum), Joyce Fabre (Sun Valley), Becki Keefer (Hailey), Kristin Derrig (Ketchum)

1. 2:00pm: Call meeting to order.

2. Action item: Approve award of RFP 08172016 for bus and van tires

3. Action item: Approve purchase of 29’ used bus

4. Adjournment.

NOTE: Public information on agenda items is available from the Mountain Rides office 800 1st Ave. North, or 208-788-7433. Any person needing special accommodation to attend the above noticed meeting should contact Mountain Rides three days prior to the meeting at 208-788-7433.
Date: 10/05/2016 From: Ben Varner

Action Item: Approval of Tire Bids for FY17

Committee Review: yes

Committee Purview: Finance & Performance

Previously discussed at board level: yes

Recommended Motion: I move to approve Les Schwab as Bus Tire Vendor for FY17 and Sun Valley Auto Club as Van Tire Vendor for FY17.

Fiscal Impact: Operations Budget, items approved in FY17 Budget

Related Policy or Procedural Impact: Policy 101 Procurement

Background: Each year, MRTA puts out RFPs for tire vendors. Les Schwab was the only respondent for the Bus Tire RFP. Sun Valley Auto Club turned in the highest scoring RFP for van tires.
Mountain Rides Transportation Authority

Request for Proposal

RFP-08172016 Bus Tires

Purchase of Bus Tires for FY 2017

August 2016
1) Introduction and Background:


MR is the regional provider of public transportation options in Blaine County, Idaho. MR is a public partnership made up of the local cities and county with purpose and goals as:

Statement of Purpose: Mountain Rides provides and supports a full range of transportation alternatives* for Blaine County and adjacent communities that are safe, user oriented, environmentally friendly, economically sustainable and supportive of a strong local economy.

Goals:
1. Provide and advocate for well-funded transportation system that reduces the number of single occupancy vehicle trips and meet the needs of our communities.
2. Promote knowledge and increase awareness of the social, financial, environmental and community benefits of transportation alternatives*.
3. Promote regional cooperation on transportation issues.

*Alternatives include, but are not limited to, walking, biking, rideshare, vanpool, carshare, bikeshare, fixed route bus, paratransit demand response, custom bus, commuter bus, transportation planning and transportation counseling.

2) GENERAL INFORMATION
   a. Procurement Schedule:
      RFP Release Date 8/26/2016
      Deadline for RFP Questions 9/2/2016
      RFP Closing Date 9/9/2016
      Initial evaluations of Proposals 9/12/2016
      Award Date 9/21/2016

   b. Issuing Office & Submission of Questions:
      This solicitation is issued by Mountain Rides (MR). MR is the only contact for this solicitation. Written questions must be submitted via e-mail to:
      Ben Varner, Maintenance and Facilities Manager
      E-mail: ben@mountainrides.org
      Phone: 208-788-7433, ext. 105

      The deadline for receipt of questions is September 2, 2016. To be considered, questions must be received by 5:00 p.m. Mountain Standard Time, on that date.

   c. Additional Terms and Conditions:
Where conflict occurs, these Additional Terms and Conditions shall take precedence.

1. Proposals, including cost proposal, shall remain valid for at least thirty (30) calendar days beginning the first working day after the proposal Closing Date.

2. MR reserves the right to reject any and all Proposals, and part or parts of a Proposal, waive any technicalities, and award any or all of the contract in a manner that is in the best interest of MR. Contracts will be awarded to the lowest proposer when it is in the best interest of MR.

3. Proposals may be withdrawn by submitting a written request to MR before the time fixed for Proposal opening. Withdrawal of an offer will not preclude the proposer from submitting a new proposal, provided that the withdrawal is timely and before the closing date.

4. The Proposer, by signing the Proposal forms, certifies that the Proposal is offered by a business that is fully licensed to do the work relating to the scope of work herein.

5. MR reserves the right to terminate any resulting Purchasing Agreement, in part or in whole, without penalty to MR, upon twenty (20) days written notice to the successful Contractor.

6. Services provided by Contractor through a resulting agreement will be on an “as-needed” basis with no guaranteed usage and/or spend per year.

7. Protests: For pre-award protests, submittal must be made no less than five (5) days before the scheduled receipt of proposals. For post-award protests, submittal must be made not less than five (5) days after notification of the award. Protests must be made to the Executive Director and must reference this RFP and state the specific reason(s) for the protest, along with a suggested remedy.

8. Termination: MR reserves the right to terminate this Purchase Agreement in whole or in part after giving thirty (30) days written notice to the contractor upon non-performance, violation of terms, or for convenience of MR.

9. Taxes: MR is a tax exempt entity. These taxes are not to be included in the Proposal price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract. MR does not pay the “Truck Federal Excise Tax” on tires.

10. Addenda: Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive, and therefore rejected.

11. Audit and Inspection: The proposer agrees to allow MR, the Federal Transit Administration, or any of their duly authorized representatives, for the purpose of audit and examination: a) Inspect all work, materials, payrolls, and other data/records associated with the project; and b) Audit the books, records, and accounts associated with the project. c) In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after MR makes final payments and all other pending matters are closed.
3) SCOPE OF WORK
MR needs to purchase bus tires of varying sizes. Wheels will be provided by MR to Contractor. Tires will need to be mounted, balanced, siped (on occasion) and delivered to our Ketchum Facility on a regular basis, at least once per week. On occasion, tires might need to be delivered to our Bellevue Facility. Contractor agrees to be available for emergency, on the road tire service calls 24/7/365. Service calls may occur in town in various Central and South Idaho areas and on various highways in the region.

4) PROPOSAL FORMAT AND DETAIL
a. Required Items
A complete proposal must include the following:
1. A transmittal letter: There must be a transmittal letter on company letterhead, signed by the principal of the Contractor or manager of local store. The individual signing the signature page must indicate his or her position/title. A contact person for further information must also be identified.
2. Diversity: describe the ownership of your firm and whether or not your firm is certified by the state of Idaho as an MBE or WBE. Fill out Attachment B for DBE certification.
3. Cost Proposal: please fill out cost sheet (Attachment C) that details hourly rates of key personnel and example rates for specific projects listed on the cost sheet. Also, please indicate alternative features or approaches that may save MR money.
4. Sign acknowledgement of federal requirements (signature page is the last page of Attachment A).

5) INSTRUCTIONS FOR PROPOSAL SUBMITTAL
a. Proposal Response
Provide one (1) original of your proposal response.

b. Address
Proposals can be made either by email, mail, or in person:
Send your response by email to: ben@mountainrides.org
Send your response by mail to: Mountain Rides Transportation
PO Box 3091
Ketchum, ID 83340

Deliver your response in person to: 800 1st Ave N
Ketchum, Idaho 83340
6) **PROPOSAL EVALUATION AND AWARD**

a. Proposals will initially be evaluated to determine whether they comply with the proposal submission requirements, including: timely receipt and inclusion of required elements.

b. MR will evaluate complying proposals by an evaluation team established by MR according to the following evaluation criteria and associated points.

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**TOTAL 100 points**

Lowest price proposal will be awarded 90 points, next lowest 85 points, next lowest 80 points. Price per tire will be weighted by projected quantity of tire and prices will be averaged among all tire sizes to come up with cost proposal price. DBE is pass/fail, a DBE certification will earn 10 points.

c. Attachment C will represent proposer’s pricing agreement for 12 months from Oct. 1, 2016 to Sept. 30, 2017. Any increases in pricing not reflected in the Producer Price Index-Commodities “Rubber and Plastic Products Group” during the award period represent a violation of the agreement. At that point, MR reserves the right to award to the next highest ranked proposer.
ATTACHMENT A – Federal Requirements (for contracts less than $25,000) and Acknowledgement of Compliance.

As Mountain Rides is a public transportation entity and recipient of Federal Transit Administration funding, the following FTA clauses apply to this RFP.

Access to Records and Reports.
49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

The following access to records requirements apply to this Contract:
1. 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. 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).
3. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes.
49 CFR Part 18
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.

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.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

(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.

**Termination.**

If this contract is less than $10,000 this clause does not apply.

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

a. Termination for Convenience. MR 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.

b. Termination for Default. 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, MR may terminate this contract for default. MR 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.
c. Opportunity to Cure. MR, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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.

**Civil Rights Requirements**

42 U.S.C. 6102, 42 U.S.C. 12112
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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, or disability. 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, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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.

**Disadvantaged Business Enterprises**

49 CFR Part 26

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. MR’s overall goal for DBE participation is 2.0%.

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 MR deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A monthly reporting form will be provided for reporting to MR the payments to DBE subcontractors.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the MR. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify MR, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MR.
ACKNOWLEDGEMENT OF FEDERAL CLAUSES

I, _______________________ (print name), of ____________________ (firm), have read and understand the federal clauses contained herein under Attachment A and agree to abide by these requirements if a contract results from the submission of the proposal from my firm.

_________________________________
Signed

________________________________
Date
Attachment B
DBE Certification

The firm that submits this proposal form _____IS____ IS NOT a Disadvantaged Business Enterprise.

Signature: ___________________________

Print or Type: ___________________________

Name & Title of Signing Officer Company: __________________________

Date: __________________

Mailing Address:
________________________________
________________________________

Phone: _______________________

Email: _______________________

Attachment C
Cost Proposal

Please fill out the following table with current pricing for specific tire sizes.

<table>
<thead>
<tr>
<th>Tire Size / Style</th>
<th>Estimated Quantity (over 12 mos.)</th>
<th>Cost per tire, including mounting, balancing, siping and delivery to MR’s Ketchum, Idaho Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>265/75-22.5 Traction Retread</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>265/75-22.5 Steer</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>285/70R-19.5 Steer</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>285/70R-19.5 Retread</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>11R-22.5/16 Traction Retread</td>
<td>14</td>
<td></td>
</tr>
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<td>4</td>
<td></td>
</tr>
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Name & Title of Signing Officer Company: __________________________
Date: ____________________
Mountain Rides Transportation Authority

Request for Proposal
RFP-08172016 Van Tires

Purchase of Van Tires for FY 2017

August 2016
1) Introduction and Background:


MR is the regional provider of public transportation options in Blaine County, Idaho. MR is a public partnership made up of the local cities and county with purpose and goals as:

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2) GENERAL INFORMATION

   a. Procurement Schedule:
      
      | Event                        | Date       |
      |------------------------------|------------|
      | RFP Release Date             | 8/26/2016  |
      | Deadline for RFP Questions   | 9/2/2016   |
      | RFP Closing Date            | 9/9/2016   |
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      | Award Date                  | 9/21/2016  |

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3) SCOPE OF WORK
MR needs to purchase Van tires of varying sizes. Proposer will mount and balance, then install wheels and tires on van. This includes winter-summer and summer-winter seasonal tire changeover. MR does not own extra wheels for seasonal tires. Vans will be dropped off during seasonal changeovers by 9am at proposer’s shop, and will need to be picked up no later than 2pm on the same day. MR needs one van done per day during seasonal changeovers. MR anticipates owning roughly 15 vans that will need seasonal tire service.

4) PROPOSAL FORMAT AND DETAIL
   a. Required Items
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The following access to records requirements apply to this Contract:
1. 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. 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).
3. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes.
49 CFR Part 18
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.

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.

Program Fraud and False or Fraudulent Statements or Related Acts.
31 U.S.C. 3801 et seq.
49 U.S.C. 5307
(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.

Termination.
If this contract is less than $10,000 this clause does not apply.
49 U.S.C. Part 18
FTA Circular 4220.1F
a. Termination for Convenience. MR 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.
b. Termination for Default. 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, MR may terminate this contract for default. MR 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.
c. Opportunity to Cure. MR, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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.

**Civil Rights Requirements**

42 U.S.C. 6102, 42 U.S.C. 12112
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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, or disability. 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, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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.

**Disadvantaged Business Enterprises**

49 CFR Part 26

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. MR’s overall goal for DBE participation is 2.0%.

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 MR deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A monthly reporting form will be provided for reporting to MR the payments to DBE subcontractors.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the MR. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify MR, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MR.
ACKNOWLEDGEMENT OF FEDERAL CLAUSES

I, _______________________ (print name), of ____________________ (firm), have read and understand the federal clauses contained herein under Attachment A and agree to abide by these requirements if a contract results from the submission of the proposal from my firm.

______________________________
Signed

______________________________
Date
Attachment B
DBE Certification

The firm that submits this proposal form _____IS____ IS NOT a Disadvantaged Business Enterprise.

Signature: ___________________________
Print or Type: ___________________________
Name & Title of Signing Officer Company: __________________________
Date: ______________________
Mailing Address:
________________________________
________________________________
Phone: _______________________
Email: _______________________

Attachment C
Cost Proposal

Please fill out the following table with current pricing for specific tire sizes.

<table>
<thead>
<tr>
<th>Tire Size / Style</th>
<th>Estimated Quantity (over 12 mos.)</th>
<th>Cost per tire, including mounting, balancing, studding and siping?</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT 245 75 R16 E Summer Highway Tread</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>LT 245 75 R16 E Winter Tread with option to Stud</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>235/65 R16 E Summer Highway Tread</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>235/65 R16 E Winter Tread with option to Stud</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>What is the cost for a seasonal tire changeover for 4 tires, off-wheel?</td>
<td>30 (15 fall, 15 spring)</td>
<td>$___________________________</td>
</tr>
</tbody>
</table>

Signature: ___________________________
Print or Type: ___________________________
Name & Title of Signing Officer Company: ___________________________
Date: _______________________

Mountain Rides Van Tire RFP, August 17, 2016
## Attachment C
### Cost Proposal

Please fill out the following table with current pricing for specific tire sizes.

<table>
<thead>
<tr>
<th>Tire Size / Style</th>
<th>Estimated Quantity (over 12 mos.)</th>
<th>Cost per tire, including mounting, balancing, siping and delivery to MR's Ketchum, Idaho Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>265/75-22.5 Traction Retread</td>
<td>25</td>
<td>$232.42</td>
</tr>
<tr>
<td>265/75-22.5 Steer</td>
<td>6</td>
<td>$412.87</td>
</tr>
<tr>
<td>285/70R-19.5 Steer</td>
<td>8</td>
<td>$468.27</td>
</tr>
<tr>
<td>285/70R-19.5 Retread</td>
<td>8</td>
<td>$187.52</td>
</tr>
<tr>
<td>11R-22.5/16 Traction Retread</td>
<td>14</td>
<td>$235.19</td>
</tr>
<tr>
<td>11R-22.5/16 Steer</td>
<td>4</td>
<td>$407.48</td>
</tr>
<tr>
<td>245/70R-19.5 Traction Retread</td>
<td>16</td>
<td>$167.18</td>
</tr>
<tr>
<td>245/70R-19.5 Steer</td>
<td>4</td>
<td>$381.15</td>
</tr>
<tr>
<td>215/85R-16 Traction</td>
<td>14</td>
<td>$159.91</td>
</tr>
<tr>
<td>215/85R-16 Steer</td>
<td>4</td>
<td>$159.91</td>
</tr>
</tbody>
</table>

Signature: [Signature]

Print or Type: **CHAD MILLER**

Name & Title of Signing Officer Company: **CHAD MILLER (MANAGER)**

Date: **9/6/16**
Attachment C
Cost Proposal

Please fill out the following table with current pricing for specific tire sizes.

<table>
<thead>
<tr>
<th>Tire Size / Style</th>
<th>Estimated Quantity (over 12 mos.)</th>
<th>Cost per tire, including mounting, balancing, studding and siping?</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT 245 75 R16 E Summer Highway Tread</td>
<td>24</td>
<td>$179.49</td>
</tr>
<tr>
<td>LT 245 75 R16 E Winter Tread with option to Stud</td>
<td>24</td>
<td>$183.31</td>
</tr>
<tr>
<td>235/65 R16 E Summer Highway Tread</td>
<td>4</td>
<td>$169.48</td>
</tr>
<tr>
<td>235/65 R16 E Winter Tread with option to Stud</td>
<td>4</td>
<td>$173.00</td>
</tr>
<tr>
<td>What is the cost for a seasonal tire changeover for 4 tires, off-wheel?</td>
<td>30 (15 fall, 15 spring)</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

Signature: [Signature]

Print or Type: CHAD MILLER

Name & Title of Signing Officer Company: CHAD MILLER (MANAGER)

Date: 9/26/16
Attachment C
Cost Proposal

Please fill out the following table with current pricing for specific tire sizes.

<table>
<thead>
<tr>
<th>Tire Size / Style</th>
<th>Estimated Quantity (over 12 mos.)</th>
<th>Cost per tire, including mounting, balancing, studding and siping?</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT 245 75 R16 E Summer Highway Tread</td>
<td>24</td>
<td>Cooper HT3 $150.25</td>
</tr>
<tr>
<td>LT 245 75 R16 E Winter Tread with option to Stud</td>
<td>24</td>
<td>Firestone Winterforce $173.55</td>
</tr>
<tr>
<td>235/65 R16 E Summer Highway Tread</td>
<td>4</td>
<td>Cooper CS3 $104.52</td>
</tr>
<tr>
<td>235/65 R16 E Winter Tread with option to Stud</td>
<td>4</td>
<td>Firestone Winterforce $135</td>
</tr>
<tr>
<td>What is the cost for a seasonal tire changeover for 4 tires, off-wheel?</td>
<td>30 (15 fall, 15 spring)</td>
<td>$105.00</td>
</tr>
</tbody>
</table>

Signature: ____________________________

Print or Type: April Barnes

Name & Title of Signing Officer Company: Office Manager

Date: 9-8-16
### Action Item Summary

**Date:** 10/05/2016  
**From:** Ben Varner

#### Action Item:
3. Action item: Approve purchase of 29’ used bus

#### Committee Review:
- [ ] yes  
- [ ] no

#### Committee Purview:
Finance & Performance

#### Previously discussed at board level:
- [ ] yes  
- [ ] no

#### Recommended Motion:
I move to approve (or reject) the purchase of a 2002 Used Low Floor Gillig from Northwest Bus Sales in an amount not to exceed $35,000.

#### Fiscal Impact:
FY17 Capital Budget

#### Related Policy or Procedural Impact:
MRTA Policy 101 - Procurement

#### Background:
See purchase recommendation.
Purchase Recommendation 2002 Gillig Low Floor Air Conditioned Bus

Due to our fleet needs and the opportunity that has come up, I am recommending the purchase of a 2002 Gillig Low Floor Bus from Northwest Bus Sales in Seattle for a price not-to-exceed $34,425 plus delivery and inspection costs. The purchase price will come out of our FY17 Capital Fund. Delivery and Inspection costs would come from the Operations Budget.

Because this is a unique opportunity, we are unable to get quotes or bid this purchase out. In talking with several bus dealers, our friends at Pocatello Regional Transit, the original owner of the bus, and searching outlets online, it is my opinion that putting out RFQs would be futile. Buses in this shape do not come available very often. MRTA Policy requires Board approval for this purchase. State of Idaho would require an RFP for a purchase over $50,000. Due to 100% local money being used for this purchase, FTA regulations do not apply.

The Bus was originally owned by the City of Sioux Falls (Sioux Area Metro), has 390,000 miles on it, and is in “great shape” according to their Maintenance Manager. They disposed of the bus because they had a new one coming in that they needed to make room for.

It is my recommendation that MRTA purchase this bus.

______________________________________________ ___________________________
Ben Varner, Maintenance and Facilities Manager          Date

______________________________________________ ___________________________
Jason Miller, Executive Director                        Date

______________________________________________ ___________________________
David Patrie, Board President                          Date
## Mountain Rides Transportation Authority

### Capital Equipment Fund: FY2017 Budget

**adopted 9/21/2016**

<table>
<thead>
<tr>
<th>Income</th>
<th>FY2016 Budget revised April 2016</th>
<th>FY2017 Budget adopted 9/21/2016</th>
<th>% change FY2016 REVISED vs FY2017</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>41102 · Federal - 5339-buses/vans/refurb</td>
<td>463,000.00</td>
<td>617,000.00</td>
<td>33%</td>
<td>$31K for van and $80K for LD bus carryover from FY16; $28K awarded, $150K hoping for one-time funds</td>
</tr>
<tr>
<td>41103 · Federal - 5339-bus technology-fareboxes</td>
<td>0.00</td>
<td>64,000.00</td>
<td>0%</td>
<td>total of $80k awarded for elec fareboxes+radios;</td>
</tr>
<tr>
<td>41103 · Federal - 5339-bus technology-radios</td>
<td>0.00</td>
<td>16,000.00</td>
<td>100%</td>
<td>&quot;</td>
</tr>
<tr>
<td>42301 · Fares - Vanpool</td>
<td>0.00</td>
<td>16,000.00</td>
<td>0%</td>
<td>portion of fares to cover replacement van</td>
</tr>
<tr>
<td>48000 · Use of reserve cash</td>
<td>80,875.00</td>
<td>22,412.50</td>
<td>-72%</td>
<td>budget to zero</td>
</tr>
<tr>
<td>43000 · Local (see breakdown)</td>
<td>65,287.50</td>
<td>109,537.50</td>
<td>68%</td>
<td>increased to 50% of total capital contrib; 100% of SVCo.</td>
</tr>
<tr>
<td>49000 · Interest Earned</td>
<td>50.00</td>
<td>50.00</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>49800 · Excess Operating Reserves (transfer from Operations)</td>
<td>25,000.00</td>
<td>30,000.00</td>
<td>20%</td>
<td>disposal of 2 vans, 1 sprinter</td>
</tr>
</tbody>
</table>

Total Income 634,212.50 900,000.00 42%

<table>
<thead>
<tr>
<th>Expense</th>
<th>FY2016</th>
<th>FY2017</th>
<th>% change FY2016 REVISED vs FY2017</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>68050 · Support Vehicles</td>
<td>20,000.00</td>
<td>0.00</td>
<td>-100%</td>
<td>already bought 3 support in FY16</td>
</tr>
<tr>
<td>68100 · Vans and light duty buses</td>
<td>139,500.00</td>
<td>350,000.00</td>
<td>151%</td>
<td>2 new vans, 2 new light duty buses; 1 each carryover from FY16</td>
</tr>
<tr>
<td>68200 · Buses-mid and heavy duty</td>
<td>400,000.00</td>
<td>405,000.00</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>68300 · Buses-refurb/used bus</td>
<td>50,000.00</td>
<td>35,000.00</td>
<td>-30%</td>
<td>refurb or used</td>
</tr>
<tr>
<td>68500 · Technology</td>
<td>5,712.50</td>
<td>80,000.00</td>
<td>1300%</td>
<td>fareboxes and possibly counters; fed award of 100k</td>
</tr>
<tr>
<td>68600 · Radio system</td>
<td>0.00</td>
<td>20,000.00</td>
<td>0%</td>
<td>20k of total technology project on radios</td>
</tr>
<tr>
<td>54000 · Shop Equipment</td>
<td>19,000.00</td>
<td>10,000.00</td>
<td>-47%</td>
<td></td>
</tr>
</tbody>
</table>

Total Expense 634,212.50 900,000.00 42%

<table>
<thead>
<tr>
<th>Income over Expenses</th>
<th>FY2016</th>
<th>FY2017</th>
<th>% change FY2016 REVISED vs FY2017</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Fund Balance</td>
<td>$180,000</td>
<td>$80,000</td>
<td></td>
<td>support vehicles,refurbs &amp; shop equip in FY2016</td>
</tr>
<tr>
<td>Transfer to Income (use of fund balance)</td>
<td>$(120,875)</td>
<td>$(22,413)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Income</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$59,125</td>
<td>$57,588</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


### Breakdown of local funding

<table>
<thead>
<tr>
<th>FY2016</th>
<th>FY2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ketchum</td>
<td>21037.50</td>
</tr>
<tr>
<td>Hailey</td>
<td>9937.50</td>
</tr>
<tr>
<td>Bellevue</td>
<td>2550.00</td>
</tr>
<tr>
<td>Blaine County</td>
<td>75.00</td>
</tr>
<tr>
<td>Sun Valley</td>
<td>4537.50</td>
</tr>
<tr>
<td>Sun Valley CO</td>
<td>27150.00</td>
</tr>
<tr>
<td>Total</td>
<td>65287.50</td>
</tr>
</tbody>
</table>

2016 = 25% of total capital
2017 = 50% of total capital