

REQUEST FOR PROPOSALS (RFP)



CITY OF SANDY, OREGON

**Sandy Area Metro (SAM)
16610 Champion Way
Sandy, Oregon**

503-489-0925, Fax 503-826-0618

RFP No: SAM2018
Issuance Date: April 13, 2018

Project: Sandy Area Metro (SAM) Operations

**PROPOSALS DUE: May 2, 2018 NOT LATER THAN 1:00 PM
LATE PROPOSALS WILL NOT BE ACCEPTED**

**City of Sandy
Request for Proposals for Transit Operations**

SECTION I

REQUEST FOR PROPOSALS

Notice is hereby given that The City of Sandy Transit Department will receive sealed proposals until 1:00 pm **May 2, 2018**, at the City Operation Center, Transit Department, 16610 Champion Way, Sandy, Oregon 97055 for providing:

TRANSIT OPERATION SERVICES FOR THE CITY OF SANDY

City of Sandy is requesting proposals by 1:00pm on May 2, 2018 for the daily operation of the City's bus service. No proposals will be received or considered after that time. Sealed proposals are to be sent to Andi Howell, Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055. Phone 503-489-0925.

Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279A.120. This is not a public works contract subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

The City of Sandy reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements,

and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so, to waive any and all informalities.

DATED this 13th day of April 2018

Andi Howell, Transit Director

SECTION II

INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Bidders must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

2.2 PROPOSALS:

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section III). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the Service provider (Contractor).

2.3 DELIVERY OF PROPOSALS:

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the Service provider, the name of the

project for which the proposal is submitted and the time and date of the scheduled opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055.

2.4 RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the offerors submitting proposals are read publicly. No other information will be disclosed.

2.5 WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from the Service providers prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the City of Sandy:

1. Specifically rejects the proposal, or;
2. Awards a contract and said contract is properly executed.

Service providers' proposals must be valid for at least 120 days.

2.6 MODIFICATION:

Any Service provider may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time.

The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

2.7 ACCEPTANCE OR REJECTION OF PROPOSALS:

In the award of the contract, the City of Sandy will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the City, and will reserve the right to award the contract to the Service provider whose proposal shall be best for the public good. The City of Sandy reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The City shall, pursuant to ORS 279A.120, for the purposes of awarding the contract, add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. "Resident proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer".

The City may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8 ADDENDA AND INTERPRETATIONS:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Transit Director and, to be given consideration, must be received at least fourteen (14) calendar days prior to the date set for the opening of proposals. Any and all such interpretations will be posted on the City website, www.cityofsandy.com/transit, for all prospective proposers not later than five days prior to the date fixed for the opening of proposals. Failure of any

proposer to access any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9 NONDISCRIMINATION:

The successful Service provider agrees that, in performing the work called for by this proposal and in securing and supplying materials, Service provider will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11 PREPARATION OF OFFERS:

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

2.12 SPECIFICATIONS LIMITING COMPETITION:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined.

Such comments shall be formal in writing, and are to be addressed to:

City of Sandy
Specification Protest, **Transit Service Operations**
16610 Champion Way
Sandy, OR 97055

Such comments shall be submitted to City of Sandy no later than TEN (10) days prior to the Opening Date. No comments will be accepted after that time.

2.13 EMPLOYEES NOT TO BENEFIT:

No employee or elected official of City of Sandy shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14 DEFAULT:

The City may, subject to the provisions of paragraph (4) below, by written notice of default to the Service provider, terminate the whole or any part of this contract in any one of the following circumstances.

- 1.** If the Service provider fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- 2.** If the Service provider fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- 3.** In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Service provider shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Service provider shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

4. The Service provider shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Service provider. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Service provider and without the Service provider's fault or negligence. The Service provider shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Service provider to meet the required performance schedule.

5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

2.15 PAYMENTS:

The Service provider shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the accurate record for the purposes of computing compensable time and services are rendered, and said records are submitted by the end of each month for payment by the City.

2. Payments will be made monthly, or as agreed, for any claims supported by an invoice.

3. For a period of one year after payment of any claim, City reserves the right, under this contract, to recover any damages due the City as specified in the Clause of this contract entitled "Default".

2.16 TAXES:

Taxes, whether state or federal, shall not be included in proposal prices.

The City is generally exempted from federal taxes, specifically, but not limited to excise and transportation taxes.

2.17 LITIGATION:

In the event litigation is necessary the Service provider agrees that such will be conducted in the courts of Clackamas County and/or the State of Oregon.

2.18 NOTICE OF INTENT TO AWARD:

The notice of intent to award of the contract by City of Sandy shall constitute a final decision of the City’s intent to award the contract if no written protest of the award is filed with the City Transit Director within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the City’s intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the City’s award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after notice of intent to award has been issued to submit to the City Transit Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

SECTION III

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____ Phone number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide **Transit Operations Service for the City of Sandy** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no official or employee of City of Sandy is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officials or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

- Resident Bidder, as defined in ORS 279A.120.
- Non-Resident Bidder, Resident State: _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name

Title

Name

Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____
day of _____, 2018.

Name of Firm

Signature of Bidder

3.1 GENERAL:

Service provider must observe submittal instructions and be advised as follows:

- 1.** Proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the Service provider, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 2.** If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055.
- 3.** No proposal will be accepted after 1:00 P.M. on May 2, 2018.
- 4.** Four copies of the proposal are to be submitted.

3.2 PROPOSAL CONTENTS AND FORMAT:

To simplify and expedite the review process, candidates are requested to prepare their proposals in the format specified below.

1. Transmittal Letter

The transmittal letter should be no more than two pages long and include as a minimum;

- a) A brief understanding of the services to be performed.
- b) A positive commitment to perform the services within the time period specified and under the terms of the RFP.
- c) The names of the persons authorized to represent the respondent, their title, address and telephone number (if different from the individual who signs the transmittal letter).

2. Experience: Briefly describe your experience with the following areas:

- a) Delivering rural transportation services
- b) Scheduling and dispatching transportation services
- c) Knowledge of federal and state requirements, including but not limited to ADA, drug & alcohol use restrictions and data reporting

3. Cost Proposal (Appendix A)

4. References

At least two references with name of contact person, organization, telephone number, description and dates of service indicating proposer's experience providing similar services.

5. Approach

A brief description (**no more than five pages excluding attachments**) of experience and ability to provide similar service. Please include a discussion of your experience providing fixed-route and/or paratransit demand-response service. This should include:

- a) Experience and approach to scheduling and dispatching demand-response service;
- b) Description of driver hiring and training program, supervision and performance monitoring; ability to hire and retain additional drivers as needed;
- c) Description of what measures will be taken to serve riders with disabilities including physical, developmental, visual and hearing disabilities;
- d) Description of knowledge of federal and state requirements including but not limited to ADA, drug & alcohol use restrictions, driver testing and data reporting;
- e) Methods used to ensure service is responsive to needs of customers;
- f) Methods used for handling emergencies, safety and security;
- g) Methods used to monitor and ensure excellent customer service, including driver attitude and behavior, attitude of dispatchers and "extra touches" in the vehicle for convenience of passengers;
- h) Methods used to monitor and ensure service quality and safety, such as on-time service, customer service and response to requests for rides;
- i) How vehicle breakdowns will be handled when vehicles are in service;
- j) Capability and management approach;
- k) Labor relations program;
- l) Financial viability;
- m) Ability to start providing service in July 2018.

Submittals may include supporting documentation such as samples of pre-run vehicle inspection forms, driver evaluation forms, or other forms or policies and procedures that are relevant to this program.

Submittals must be received no later than Wednesday, May 2, 2018 at 1:00 PM. The City will not accept faxed proposals. Submittals should include 4 copies. Submittals should be mailed or hand delivered to Sandy City Operations Center at:

City of Sandy
Transit Department

16610 Champion Way
Sandy, OR 97055

SECTION IV

STANDARD SPECIFICATIONS AND SCOPE OF WORK

4.1 PURPOSE OF THIS REQUEST FOR PROPOSALS:

The City of Sandy and Clackamas County are seeking proposals from qualified firms for the daily operation of the Sandy Transit System and Mt. Hood Express. A coordinated bid proposal, showing how efficiencies could be gained through coordination with the Mount Hood Express (managed by Clackamas County Social Services Division), is encouraged. Qualified firms will have a minimum of three years' experience providing similar services. The selected firm will use vehicles owned by the City of Sandy and/or Clackamas County. Service providers for City of Sandy will operate from the City Operations Center in the City of Sandy, Oregon. Requested services include fixed-route, commuter route, deviated fixed route, general public demand-response service (Sandy only), demand-response services that meet ADA requirements and a non-emergency medical rides program (Sandy only).

4.2 BACKGROUND:

The City of Sandy assumed transit operations for the City from TriMet in January 2000. This service includes fixed-route service in Sandy and commuter service between Sandy and Gresham Central Transit Center; deviated fixed-route commuter service between Sandy and Estacada; general public demand-response service; ADA complementary paratransit service; and non-emergency medical rides for services not available in city limits. Clackamas County Social Services through a contracted operator provides public transit service seven days per week for both the commuter routes and the point deviated fixed routes. The service shall consist of a rural, point deviated fixed route system operating on the Highway 26 corridor from the City of Sandy to Rhododendron three times daily seven days per week year round and express runs six times daily year round with one additional run in the evenings Dec 1 to March 31 and three additional runs on weekends and holiday December to February.

The City currently contracts service. A copy of the contract is available to proposers upon request. This RFP includes amendments to the previous contract. This RFP defines the tasks for which the Contractor (Service provider) and the City will be responsible.

Questions are encouraged and can be answered at the optional pre-proposal conference on **Wednesday April 18, 2018 at 2:00 pm at the City Operations Center, 16610 Champion Way in Sandy, Oregon.** The City will accept additional questions in writing up to Monday, April 23, 2018 at 1:00 PM local time.

Andi Howell
Transit Director
16610 Champion Way
Sandy, OR 97055
503-489-0925
Fax 503-826-0618
ahowell@ci.sandy.or.us

4.3 SERVICE DESCRIPTION: (City of Sandy and Clackamas County Scope of Work provided respectively)

The City of Sandy reserves the right to change the number of hours and routes proposed for the fixed-route and the demand-response services. If changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize impact. (Current plans include increased service hours on nearly all routes).

Contractor will provide half-hourly fixed-route transit service between the City of Sandy and the Gresham Central Transit Center between 5:30 am and 9:00 pm weekdays, hourly service between 5:30 am and 10:30 pm Saturdays and 8 runs Sunday (8 hours). **(SAM-Gresham I & II; approximately 8840 hours annually)**

Contractor will provide approximately 4 hours of deviated fixed-route commuter service weekdays and Saturdays between Sandy and Estacada. **(SAM-Estacada; approximately 1248 hours annually)**

Contractor will provide approximately 3 hours of deviated fixed-route commuter service weekdays in Sandy city limits, between 12:00 pm and 3:00 pm. **(SAM Shopper; (approximately 780 hours)**

Contractor will provide general public intra-city curb-to-curb service in the form of general public and ADA compliant demand-response service from 5:30 am-9:00 pm weekdays and 10:15 am to 4:30 pm Saturdays. **(STAR; approximately 4447 hours annually)**

Contractor will provide additional ADA compliant service as required during any hours of SAM service (early Saturday and all day Sunday currently provided by dispatcher).

There will be no service on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Contractor will provide special events service as requested. Usually this is extended hour service during Sandy Mountain Festival.

Contractor will provide door-to-door service for qualifying trips for frail elderly and people with disabilities Monday-Friday 5:30 am-5:00 pm. This service will be coordinated with qualifying trips for Sandy Senior Center clients. The Contractor will use shared rides to maximize efficiencies. While rides will have at least one trip end in the Sandy area, the other end can be anywhere within the Portland metropolitan area. Other ADA eligible trips will be provided with feeder service, **STAR** to **SAM**, or curb-to-curb service and transferred to TriMet as needed at the Gresham Central Transit Center. This service required approximately **1956** revenue hours, split between Sandy Transit and Sandy Senior Center clients.

People using this service may use a wheelchair or other mobility device, may have a physical or developmental disability, and are permitted to travel with a personal care attendant and/or a service assistance animal.

Scheduling and Dispatch and Staffing

The Contractor will provide trip reservation scheduling and dispatch services at a minimum between 8:00 am and 5:00 pm weekdays and 9:30 am and 5:00 pm Saturdays. This will be in accordance with all ADA

requirements. Trip reservation scheduling and phone skills using excellent customer service is preferred **during all hours of operations**. Mobilitat Easy Rides, a computerized scheduling and dispatch system, is provided by the City; the Contractor must have the ability to provide this function effectively and efficiently. The Contractor will use ride bundling for service efficiency. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept reservations in compliance with ADA requirements.

The Contractor will specify software experience if not with Easy Rides 3.0.

The City will provide computer hardware and software for two stations, access to the internet, printer, copier and fax machine.

The City will provide office space for day-to-day operations including one supervisory office, a dispatch office, four telephone lines, personnel break room, lockers, kitchen area, and bathrooms.

Service Transition (if necessary)

The Contractor will facilitate an efficient transition of service, which will entail working cooperatively with the City and the outgoing contractor at the beginning of the contract period and, similarly, with City and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor will ensure that at all times during the term of this contract: Vehicle operators and other personnel needed are employed and fully trained (including full understanding of the services to be provided).

Vehicles

The City of Sandy will provide contractor with 9-12 ADA accessible vehicles. The vehicles will include equipment to maintain communication with all vehicle operators at all times. (radio or cell phone push-to-talk). At least one vehicle will be used as a back-up for times when a vehicle is undergoing

maintenance or for an emergency breakdown. See list of the current fleet Appendix B.

Vehicle Maintenance

The City will provide for vehicle maintenance and repairs.

Contractor will provide maintenance management, scheduling and supervision of maintenance services including transportation of vehicles for maintenance services with vendors.

The Contractor will remain proactive in providing for scheduled vehicle maintenance and vigilant in watching for vehicle problems. Scheduling for and delivery to appropriate vendors for all preventive maintenance and non-planned repairs must be completed in a timely manner.

The City will process all warranty claims at City expense. The Contractor will complete warranty information as needed for claim(s).

The Contractor will provide a project/operations manager on-call during all hours of operations.

The Contractor will provide a monthly vehicle maintenance log for all services on each vehicle.

The Contractor will be responsible for daily cleaning of the inside and regular cleaning of the outside of vehicles to ensure the vehicles are maintained in good condition. City leaders expect the vehicles to be a source of local pride.

The Contractor will conduct daily pre-trip and post-trip vehicle inspections, completing a form approved by the City. The Contractor will promptly report any problems to the City and will not put any vehicle on the road unless it meets agreed safety standards.

The City will supply all vehicles with emergency equipment in consultation with the Contractor. This includes, at a minimum, fire extinguisher, emergency triangle, first aid kit, blood borne pathogens kit,

fluids kit and flashlight. All fire extinguishers will be serviced by the City on a routine basis as required.

Vehicle Storage and Operating Facilities

The City will provide vehicle storage and operating facilities in Sandy. The City will provide utilities, i.e., lights, heat, air-conditioning, water, sewer, internet, phones, fax, copier. The City will maintain the operations facilities.

Fuel

The City will provide for fuel for all vehicles.

The Contractor will fuel all vehicles at Pacific Pride card-lock in Sandy.

Driver Hiring, Training and Evaluation

The Contractor will be responsible for hiring dispatchers, drivers and staff, orientation and on-going training, supervision and evaluation. The contractor shall conduct both a criminal and a driver history background check before hiring drivers.

The Contractor will ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 655 (as amended), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and 49 CFR Part 40, Conducting workplace drug and alcohol testing.

The Contractor will ensure that all drivers operating in service for the City of Sandy will possess a current Oregon class B-Commercial Driver's License with both airbrake and passenger endorsements.

The Contractor will provide written policies for safe operating procedures in all conditions including inclement weather, accidents and emergencies. The City will provide policies for customer service, ADA service, non-discrimination, media notification during inclement weather, age restrictions for unaccompanied minors, carry-on items, no-shows, suspension of services, and other policies as developed.

The Contractor will provide dispatch and driver training in at least the following areas:

- Defensive driving including emergency situations
- Passenger Safety/Blood Borne Pathogens
- Passenger sensitivity and customer service
- Disability issues
- Mobility Assistance, including proper use and handling of vehicle passenger lifts or ramps and other equipment
- FTA Drug/Alcohol rules & regulations
- ADA Act
- Accident procedures
- Passenger Fluids & Clean-up
- Safety Equipment
- Cellular phones
- Confidential radio communication, i.e., 10-codes
- Passenger behavior problems and security training
- Customer service

The Contractor will provide an outline of its training curriculums with the amount of time committed to each of the training topics with its proposal. The City reserves the right to request additional training in any area it deems necessary.

The Contractor shall conduct, at a minimum, yearly evaluations that will include updated criminal and driver history checks. The contractor will consult with the City in developing evaluations regarding any input the City may have received from customers.

The Contractor will ensure that all drivers meet the following minimum criteria to participate in this program:

1. No more than two (2) moving violations in any one-year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.

3. If license has ever been revoked, must have ten (10) subsequent years with no violations.
4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. **Contractor will require drivers to inform his/her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.**

The Contractor will provide uniforms for all field personnel, as approved by the City. These may include both summer and winter uniforms.

The City reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the City.

Employee Wages, Salaries and Benefits

The Contractor will, as is reasonable, retain current employees now operating with the current Contractor, giving the present workers first opportunities for employment.

The Contractor, at a minimum, shall make available to employees providing service to the City the following level of employee wages, salaries and benefits:

1. Wages and Salaries: The Contractor shall provide wages and salaries commensurate with the responsibilities of the positions offered and in concert with current market labor rates in order to ensure a qualified available work force. At a minimum, wages should include:

Driver and Dispatch Salary Range

Fixed/Commuter route; demand–response; ADA or medical transit operators can start at different step levels or wage levels within the step. Wages can be within corresponding step range for seniority.

Shift differentials are encouraged for non-traditional hours including evenings and weekends.

Training wages can be reduced by up to \$1.00 per hour during a probation period not to exceed six (6) months.

Operations/Project Manager Salary Range:

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	
	<i>Step 5</i>			
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$20.75	\$22.50	\$23.25	\$24.50	25.50

Driver Salary Range:

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	
<i>Step 5</i>				
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$15.75	\$17.50	\$18.25	\$19.50	\$20.50

Dispatch/Schedulers and other Control room staff:

5

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$15.75	\$17.50	\$18.25	\$19.50	\$21.50

Employees who receive a satisfactory performance evaluation are eligible to move to the next step annually until they reach the top step of the pay range. Should an evaluation result in denial of an employee a step increase, he/she may appeal through Contractor’s grievance procedure.

For staff with more than five years service, the rate of pay increase will range from a longevity amount of not less than \$.10 per hour up to the “year ending” change in the National CPI-W as reported by the US Labor and Statistics for the corresponding prior year.

For employees with greater than 12 years of service, as of July 1, 2018, a one-time pay increase of \$.25 per hour at the beginning of this contract.

2. Benefits: Benefits are based upon a 35/40-hour workweek. Benefits may be prorated for part-time employees (less than 35/40 hours per week) based upon the employee's regular work schedule or a combination of actual hours worked and his/her regular work schedule for work performed under the terms of this contract.

- a) Sick leave accrued at 6.67 hours per month.
- b) Personal leave accrued:
 - i. After one year: 5 days
 - ii. After three years: 10 days
 - iii. After seven years: 15 days
- c) Holiday leave of six paid holidays per year;
- d) No less than a Fair Market Health Benefit provided or cash stipend (in lieu of health benefits) for each full-time employee in service.

3. The Contractor shall not establish work schedules to avoid paying full-time benefits and shall maintain at least 2/3 of staffing as full-time positions.

The Contractor will obtain permission from the City for the use of any sub-contractor used in conjunction with this Contract.

Insurance

The Contractor will procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but are not limited to General Liability and Worker's Compensation Insurance, and will include as an Additional Insured the City of Sandy, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.

Other additionally insured Certificates will be required, i.e., Oregon Department of Transportation, Federal Transit Administration, TriMet, etc.

Limits: General Liability Insurance with a minimum per occurrence limit of \$1,000,000.00 and an aggregate limit of \$2,000,000.00. The insurance coverage will include, but not be limited to, Premises and Operations, Products and Completed Operations, Personal and Advertising Injury Liability and Contractual Liability, which will apply to the indemnity provisions

contained in the Contract. Insurance Policy and Insurance Company subject to approval by City.

The Contractor will provide Worker's Compensation Insurance.

The City will provide vehicle insurance.

The Contractor will pay vehicle repair costs and/or the insurance deductible for any preventable accident or incident while operated by their employee.

The Contractor will notify the City Transit Director immediately if any vehicle collision results in potential media involvement, requires a vehicle to be towed from the scene, requires anyone to be transported from the scene via ambulance, or if the accident results in a fatality.

The Contractor will notify proper law enforcement officers and the City Transit Director of any vehicle accident, missing, vandalized or stolen vehicles or equipment incidents involving the vehicle and any operations that might result in a claim within twenty-four (24) hours of discovery. Incident reports will include date, time and employee narrative along with the name, address, and phone contact of all parties involved. The Contractor will also work with law enforcement officers in any unlawful activity that occurs within the vehicle or as noted in other areas of operation.

Data Collection and Record Retention

The Contractor will collect information on numbers of riders including elderly and disabled ridership and other data as requested by the City of Sandy. Contractor will maintain and provide daily ridership data for all services including demand-response logs showing name of rider, origin and destination location and times, distance traveled as well as scheduling and dispatch logs showing number of riders per trip.

The Contractor will provide a minimum of 95% of Dial-A-Ride (Paratransit) trips "on-time". A trip will be considered "on-time" if it falls within a window of + or - fifteen (15) minutes deviation from the scheduled pick-up and drop-off times. Fixed route or commuter service will be considered "on-time" if within a window of + or - minus five (5) minutes. Contractor will monitor

fixed route and commuter service for “on-time” performance and assure buses do not leave posted stop points before the time posted on the published schedules.

The Contractor will maintain all records in compliance with regulatory agencies.

Fare Collections

The Contractor shall work in coordination with the City to set fare policy, collect ticket sales and fares, provide a weekly accounting of revenue received, and transfer funds to City for deposit. Contractor will establish a secure procedure for receiving fares and report on this process to the City. City shall be solely responsible for establishing new fare rates. Contractor and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

Determining ADA eligibility

The City will determine ADA eligibility and will provide contractor with list of eligible riders.

Planning, Administration, Grant Writing and Marketing

The City will conduct overall program administration, transit tax collections, grant application and preparation of grant compliance reports, planning, including route scheduling, design and marketing, developing travel guides and schedules for the public, and service quality monitoring.

The City and Contractor will collect complaints, compliments and other comments about the service; respond promptly to all complaints (preferably within 24 hours) and establish policies that complement and comply with the City’s processes and procedures. The City and Contractor, in the spirit of cooperation, will share this information on a regular basis.

The City and Contractor will work in collaboration to greet and assist the public at the Sandy Operations Center. Contractor staff, such as the office personnel, will on occasion interact with the public. Those staff will present

in a professional manner in accordance to City of Sandy policies in both professionalism and attire.

Clackamas County Social Services reserves the right to change or alter the services proposed; redesign schedules; and change days and hours of operations as it sees fit. If changes result in an increase in service of more than 15%, contract costs will be negotiated to compensate.

SCOPE OF WORK FOR CLACKAMAS COUNTY

Scope:

Contractor Responsibilities:

Definition of Service and Service Boundaries

The Mt Hood Express operates primarily on Highway 26 from the City of Sandy through the communities of the Hoodland area, including Welches and Rhododendron, with express service provided to Government Camp and Timberline Lodge.

The point deviated fixed route service ("Village Shuttle") provides service between Sandy and Rhododendron three times daily, with morning, mid-day and evening times. The estimated number of daily revenue hours is 4 hours for an approximate annual total of 1,440 revenue hours per year. Riders requiring curbside pickup for the deviated fixed route service shall be scheduled through contractor's dispatching services, which must operate out of a locally provided dispatch center.

The commuter service ("Express") provides six runs daily from Sandy to Government Camp and Timberline Lodge with limited stops. In addition, a seventh run is offered Dec. 1 to March 31 in the evenings. Finally, additional service is provided on weekends and holidays from December to February for an additional three runs per day. The average time for a run is generally 2.75 revenue hours with an approximate annual total of 6,520 revenue hours per year.

Service Hours

Contractor shall operate for the Villages Shuttle, based the current level of service, one bus three runs daily between Rhododendron and points in the

City of Sandy seven days per week between the hours of 5:45am and 5:40pm. Holidays are as follows: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day. Express commuter bus service, based on the current level of service, shall be offered six times daily between the hours of 5:45am and 8:55pm, with one additional run ending at 11:28pm from Dec. 1 to March 31, and three additional runs on weekends and holidays during the regular operating hours from December to February. Holidays for the Express shall be Thanksgiving Day and Christmas Day. Additional service may be considered in the future and proposals should address contractor capacity to provide this service.

Hourly Service Rate

Compensation for operations will be on a revenue hour basis. Contractor will be compensated on a monthly basis following submission of invoice with accompanying documentation, including information required for federal and state reporting.

Bus Equipment, Fuel and Maintenance

County shall provide at least two ADA-compliant vehicles for the Villages shuttle and at least three ADA compliant buses for the Express and pay for all related fuel, maintenance and repair expenses. County vehicles will be self-insured by the county. Contractor shall assess mechanical condition of vehicle, schedule maintenance services and transport vehicles to the appropriate service and/or repair locations. Contractor shall maintain a vehicle repair and maintenance schedule that provides for excellent safety and maintenance and in compliance with all state and federal law and with vehicle manufacturer's recommendations for service. Contractor will be reimbursed by County for repair and maintenance expenses based on actual expenses incurred and the submission of a billing statement and copies of original invoices. Repairs in excess of \$1,500 in value require written permission from the County Project Manager. All physical damage should be reported to County within 1 day of occurrence whenever feasible. Barring normal wear and tear, vehicles shall be returned to the County in the same condition they were received by contractor.

Contractor will pay vehicle repair costs and/or the insurance deductible for any preventable accident or incident while operated by their employees.

Fuel cards shall be provided by County and used at Pacific Pride fueling station only for fuel used for the defined Mt Hood Express service.

The contractor will be responsible for keeping vehicles clean both inside and out. All service records will be kept on all vehicles and will be made available to the County at the end of each month. Contractor shall assist County with all warranty claims and Safety Bulletin Certificates of Compliance.

Bus Storage and Operating Facilities

Under the current contract, contracted services are provided by the same contractor for the City of Sandy's transit service. Operating facilities, including office space, are shared under a rental agreement between the County and City. Rents are paid directly by the County. Should a separate contractor be selected, contractor will provide bus storage and operating facilities in Sandy with the cost associated with the facility negotiated as part of the new contract.

Back-up Vehicle

The County will be responsible for providing a comparable back-up vehicle if the County-provided vehicles are out of service.

Safety

Contractor shall ensure the safety of riders by any and all means necessary, including, but not limited to: ability to communicate with vehicle at all times, driver training, retraining and monitoring; alcohol and drug training; mobility assistance training; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures and training; etc. Contractor shall equip all vehicles with emergency equipment to be defined in consultation with the County. This shall include at a minimum: fire extinguisher, first aid kit, blood borne pathogen kit, fluids kit and flashlight. All fire extinguishers will be serviced by Contractor as recommended by manufacturer.

Fares

Contractor shall work in coordination with the County to set fare policy, collect ticket sales and fares, and provide a monthly accounting of revenue received. Contractor will establish a secure procedure for receiving fares and report on this process to the County. Fares received shall be deducted from monthly billings for service. County, acting on advice of contractor and the Board of County Commissioners, shall be solely responsible for establishing

new fare rates. Contractor and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

Scheduling and Dispatch and Staffing

The Contractor will provide trip reservation scheduling and dispatch services at a minimum between 8:00 am and 5:00 pm weekdays and during service hours on weekends for the point deviated fixed route service. Emergency or on-call dispatch support shall be maintained during all hours of operation. Point deviated fixed route dispatch will be in accordance with all ADA requirements. Trip reservation scheduling and phone skills using excellent customer service is preferred during all hours of operations. The Contractor must have the ability to provide this function effectively and efficiently. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept reservations in compliance with ADA requirements. The County will not provide software for dispatch.

If service will not be provided in coordination with the City of Sandy, identify what location and other provisions will be made for dispatch, operations and bus storage in Sandy.

Service Transition

The Contractor will facilitate an efficient transition of service, which will entail working cooperatively with the City and the outgoing contractor at the beginning of the contract period and, similarly, with City and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor will ensure that, at all times during the term of this contract, vehicle operators and other personnel needed are employed and fully trained (including full understanding of the services to be provided).

Personnel

Contractor shall be sole responsible for the provision and satisfactory work performance of all employees as needed. Contractor shall be solely responsible for payment of all employee wages and benefits. Without

additional expense to the County, contractor shall comply with the requirements of employee liability, workers compensations, employment insurance, Social Security and all other applicable laws. County shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by contractor, provided the County makes such request in writing. Contractor shall obtain County's written consent prior to entering into any subcontract affecting or providing for transportation service.

The contractor will be responsible for hiring dispatchers, drivers and staff, orientation and on-going training, supervision and evaluation. The contractor shall conduct both a criminal and a driver history background check before hiring drivers.

The contractor will conduct alcohol and drug testing and ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 65, Part 655 and Part 40 (as amended), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

The contractor will ensure that all drivers operating in service for the County will possess a current Oregon Class B Driver's License with both airbrake and passenger endorsements.

The contractor will provide written policies for safe operating procedures in all conditions including inclement weather, accidents and emergencies.

The contractor will provide dispatch and driver training in at least the following areas:

- **Defensive driving including emergency situations**
- **Passenger Safety/Blood Borne Pathogens**
- **Passenger sensitivity and customer service**
- **Disability issues ● Mobility Assistance, including proper use and handling of vehicle passenger lifts or ramps and other equipment**
- **FTA Drug/Alcohol rules & regulations**
- **ADA Act ● Accident procedures**
- **Safety Equipment**
- **Cellular phones**
- **Confidential radio communication, i.e., 10-codes**
- **Passenger behavior problems and security training**

• Customer service

The contractor will provide an outline of training curriculum with the amount of time committed to each of the training topics included in the proposal. The County may request additional training in any area it deems necessary.

The contractor shall conduct, at a minimum, yearly evaluations that will include updated criminal and driver history checks. The contractor will consult with the County in developing evaluations regarding any input the County may have received from customers.

The Contractor will ensure that all drivers meet the following minimum criteria to participate in this program:

1. No more than two (2) moving violations in any one year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
3. If license has ever been revoked, must have ten (10) subsequent years with no violations.
4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. Contractor will require drivers to inform his/her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.

The Contractor will provide uniforms for all field personnel, as approved by the County. These may include both summer and winter uniforms.

Contractor will ensure that all employees will maintain the highest levels of professional behavior in the workplace, especially during their interactions with the public.

The County reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the County.

Employee Wages, Salaries and Benefits

The Contractor will, as is reasonable, retain current employees now operating with the current Contractor giving the present workers first opportunities for employment.

The Contractor, at a minimum, shall make available to employees providing service to the County the following level of employee wages, salaries and benefits:

1. Wages and Salaries: The Contractor shall provide wages and salaries commensurate with the responsibilities of the positions offered and in concert with current market labor rates in order to ensure a qualified available work force. At a minimum, wages should include:

Driver and Dispatch Salary Range

Fixed/Commuter route; demand–response; ADA or medical transit operators can start at different step levels or wage levels within the step. Wages can be within corresponding step range for seniority. Shift differentials are encouraged for non-traditional hours including evenings and weekends.

Training wages can be reduced by up to \$1.00 per hour during a probation period not to exceed six (6) months.

Operations/Project Manager Salary Range:

Step 1	Step 2	Step 3	Step 4	Step 5
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$20.75	\$22.50	\$23.25	\$24.50	\$25.50

Driver Salary Range:

Step 1	Step 2	Step 3	Step 4	Step 5
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$15.75	\$17.50	\$18.25	\$19.50	\$20.50

Dispatch/Schedulers and other Control room staff:

Step 1	Step 2	Step 3	Step 4	Step 5
First Yr	Second Yr	Third Yr	Fourth Yr	Fifth Yr
\$15.75	\$17.50	\$18.25	\$19.50	\$21.50

Employees who receive a satisfactory performance evaluation are eligible to move to the next step annually until they reach the top step of the pay range. Should an evaluation result in denial of an employee a step increase, he/she may appeal through Contractor's grievance procedure.

For staff with more than five years service, the rate of pay increase will range from a longevity amount of not less than \$.10 per hour up to the "year ending" change in the National CPI-W as reported by the US Labor and Statistics for the corresponding prior year.

2. Benefits: Benefits are based upon a 35/40-hour workweek. Benefits may be prorated for part-time employees (less than 35/40 hours per week) based upon the employee's regular work schedule or a combination of actual hours worked and his/her regular work schedule for work performed under the terms of this contract.

- a) Sick leave accrued at 6.67 hours per month.
- b) Personal leave accrued:
 - i. After one year: 5 days
 - ii. After three years: 10 days
 - iii. After seven years: 15 days
- c) Holiday leave of six paid holidays per year;
- d) No less than a Fair Market Health Benefit provided or cash stipend (in lieu of health benefits) for each full time employee in service.

3. The Contractor shall not establish work schedules to avoid paying full-time benefits and shall maintain at least 2/3 of staffing as full-time positions.

The Contractor will obtain permission from the County for the use of any sub-contractor that will be used in conjunction with this Contract.

Contractor shall be responsible for adequate staffing to provide continuous driver service and dispatch service during the normal hours of operation.

Safety Inspections

Contractor employees shall conduct daily safety inspections of vehicles prior to beginning each day's service. Vehicles failing the daily safety inspection shall not be used in service until the reason for the failure is corrected.

County reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. County may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Radios and other communication devices

Contractor shall be responsible for providing all communication devices to ensure adequate dispatch service.

Insurance

County shall provide vehicle insurance through its self-insurance program that meets federal and state requirements. Contractor shall provide proof in the form of a letter from their insurance company of the ability to meet the following insurance requirements:

- Commercial liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate, with the County named as an additional insured
- Worker's compensation insurance
- All other mandated insurance as outlined in Section VI "Agency Service Contract", Section 6.B.
- Other additionally insured certificates may be required i.e. the Oregon Department of Transportation, Federal Transit Administration, TriMet, etc.

The Contractor will notify the County Project Manager immediately if any vehicle collision results in potential media involvement, requires a vehicle to be towed from the scene, requires anyone to be transported from the scene via ambulance, or if the accident results in a fatality.

Data collection and Record Retention

Service provide will collect information on number of riders, including elderly and disabled ridership and other data as requested by the County and as required by federal and state guidelines. At a minimum, this data shall include record of deviations, distance traveled, and number of riders per trip. Contractor shall maintain all records in compliance with regulatory agencies and in compliance with County policies.

Grant Writing and Reporting

The County shall provide all grant writing and reporting functions for state and federal grants to support this project. The service agency shall supply on

request any necessary information to complete grant requests and reporting requirements.

Vehicle Usage The use of vehicles provided by the County for any purpose other than the Mt Hood Express Service is prohibited without written permission from the County Project Manager.

Rider Confidentiality

Any and all information regarding any individual served by the County is strictly confidential. All contractor staff are expected to comply with the most current local, state and federal law regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County.

Contractor's Waiver of Competition

Claims Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

Permits to Operate

At its sole cost and expense, contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

FTA Funding

This procurement will be funded, in whole or in part, by grant funds provided by the Federal Transit Administration (FTA). This procurement and contract

shall be governed by applicable federal laws and regulations relating to third-party contracts.

Term of Contract:

The term of the contract shall be from the effective date through June 30, 2020, the option for up to three (3) one-year renewals on written approval of both parties.

Sample Contract:

Submission of a Proposal in response to this RFP indicates

Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised by April 23, 2018, at 1:00 pm, regarding clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

Article I, Paragraph 4 – Travel and Other Expense is Authorized Article II, Paragraph 29 – Confidentiality

Article II, Paragraph 29 – Criminal Background Check Requirements

Article II, Paragraph 30 – Key Persons

Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4.4 Length of Contract

The Contract period shall be for a two-year period beginning July 1, 2018 through June 30, 2020 with a three-year extension by mutual agreement from July 1, 2020 through June 30, 2023. Both parties shall give prior written notice to the other of intent to extend the contract for an additional three-year period no later than 180 days prior to the end of the contract. If notice is not given by said date by both parties, it will be presumed that one or other of the parties does not wish to extend the contract. In that event, the contract will terminate as of June 30th of that contract year. If both parties desire to extend the contract, negotiations regarding compensation for cost of service shall be completed prior to January 31st of the contract year.

4.5 Contract Disputes

In the event of a conflict in the language between the City's request for proposal, the Contractor's proposal or the final contract entered into between the parties, the Contract language will prevail over the language of the RFP.

4.6 FTA Funding

This procurement will be funded, in whole or in part, by grant funds provided by the Federal Transit Administration (FTA). This procurement and contract shall be governed by applicable federal laws and regulations relating to third-party contracts. Applicable federal regulations are outlined in Appendix C.

4.7 Criteria for Evaluating Proposals

Submittals will be evaluated on the basis of the following criteria:

- Ability to provide service and meet the needs of the City of Sandy: as described in section **4.3. 30 points**
- Experience/Approach: as described in section **3.2, paragraph 5, (a)-(m) 20 points**
- Cost: The cost of service will be evaluated on the cost of a year of service, using the hourly and per trip costs provided in the cost proposal (Appendix A) applied to the number of hours and trips defined

in the scope of work. This will include 8840 hours of fixed/commuter route service, 1248 hours of deviated commuter service, 4447 hours of intra-city service and non-feeder ADA complementary service and 1800 trips to out-of-district destinations. Approximately 17,525 annual service hours. **Seniority of staff should be considered in bid proposal (staff seniority list available upon request). 15 points**

- Ability to gain efficiencies through coordination with the Mountain Express service: **20 points**
- Interview: **10 points**
- DBE: **5 points**

4.8 Schedule

RFP issued:	Friday April 13, 2018
Optional Pre-proposal conference:	Wednesday, 2:00 pm April 18, 2018
Additional question period deadline	Monday 1:00 pm April 23, 2018
Proposals Due:	Wednesday 1:00 pm May 2, 2018
Interviews:	Wednesday, May 9, 2018
Notice of Intent to Award:	Wednesday 4:00 pm May 16, 2018
Protest period ends:	Thursday 4:00 pm May 24, 2018
Recommendation to Sandy City Council:	Monday 7:00 pm June 4, 2018
Service Contract begins:	Sunday July 1, 2018

DRAFT

Appendix A
Request for Proposal
City of Sandy Transit Service

COST PROPOSAL

Service Description	Approx. Service Hours per year	Total contract cost, per service hour: The hourly cost should reflect all fixed and variable costs involved in providing service.		Total Annual Cost per Service (cost/hour x hours of service)	
		Year 1	Year 2	Year 1	Year 2
Fixed/Commuter Route SAM-Gresham	8840				
Deviated Commuter Route SAM-Estacada	1248				
Deviated Fixed Route SAM Shopper	780				
Demand-Response STAR	4447				
ED Show cost calculations on separate sheet	Approx 1957 hours				
Total Operation Contract Cost/Year					

Appendix B

**CITY OF SANDY
TRANSIT INVENTORY
Feb-18**

<u>Vehicle</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>CONDITION</u>	<u>CAPACITY</u>	<u>ROUTE/S</u>
1	2016	Hometown	Trolley	Excellent	18 psgr	Shopper
14	2008	Gillig	Low Floor/35'	Adequate	32 psgr	SAM S-G
15	2006	Ford	Escape SUV Hybrid	Good	5 psgr	Field svc/ED
17	2010	El Dorado	EZRider II	Adequate	36 psgr	SAM
20	2011	Gillig	Low-Floor Bus	Good	31psgr	SAM S-G
21	2018	Freightliner	Defender 2	Good	26 psgr	SAM S-E
22	2014	Arboc	SOM	Poor	14 psgr	STAR
23	2020	MV1	Mobility Ventures	Good	5 psgr	ED
24	2016	Arboc	SOM	Poor	16 psgr	STAR
25	2016	MV1	Mobility Ventures	Excellent	5 psgr	ED
26	2016	Gillig	Low Floor/35'	Excellent	35 psgr	SAM-G

Appendix C**Federal Transit Administration Requirements**

1. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and, sub-recipients and their sub-agreements 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. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

2. LOBBYING

31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

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 Requirements 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to North County Transit District (NCTD).

3. ACCESS TO RECORDS AND REPORTS

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

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section. Flow down Requirements 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) The Contractor agrees to provide NCTD, 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 NCTD or a sub-grantee of NCTD 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 NCTD, 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.

(3) 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.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 NCTD, 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).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: 1 18 CFR 18.36 (i)

4. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: 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 NCTD 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.

5. RECYCLED PRODUCTS

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12)

Flow down Requirements: Applies to third party contractors and sub-contractors.

(1) Overtime requirements - No contractor or sub-contractor 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) 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 sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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 (40) 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 - NCTD 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 sub-contractor 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

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: 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) NCTD and the 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 NCTD, 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 sub-contractor who will be subject to its provisions.

8. 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 Requirements: These requirements flow down to contractors and sub-contractors 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 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, 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 (2) 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 sub-contractor who will be subject to the provisions.

9. TERMINATION

49 CFR Part 18 FTA Circular 4220.1F
See Section 16 of the Purchase Order Terms & Conditions

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

**49 CFR 18
2 CFR 1200
2 CFR 180**

**Executive Orders 12549 and 12689
31 U.S.C. 6101**

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, sub-contractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). 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). These provisions apply to all NCTD 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. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and sub-contractors (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 (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the bidder knowingly rendered an erroneous certification, in

addition to remedies available to NCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. PRIVACY ACT

5 U.S.C. 552

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

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

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

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

12. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

(1) The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:

i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135

- ii.** 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996
- iii.** 49 U.S.C. § 5325 (k).
- iv.** Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

(2) The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.

- (3) The following requirements apply to a contract awarded as a result of this solicitation:
- i.** Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.
 - ii.** Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
 - a.** Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and, 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), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable

Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, 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, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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. (4) The Contractor 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.

13. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

14. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by NCTD or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, NCTD and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for NCTD or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

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

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

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

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

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

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

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

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, NCTD and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

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

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

(1) NCTD encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, NCTD must comply, and insure that its Contractor(s) comply with 49 CFR Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note).

(2) DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation and the FTA's Guidance* (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. 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 U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". As NCTD is required to have a DBE program, the third-party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

- i.** The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii.** A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.
- iii.** The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

(4) DBE Reporting and Certification

- i.** Monthly reporting requires the submittal of a "Monthly Sub-Contractor Payment Report", which is used by NCTD to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that NCTD have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii.** In order for the Contractor to submit a properly executed "Monthly Sub-Contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii.** Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

(5) DBE Contract Assurance (49 CFR 26.13)

- i.** NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii.** 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 DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or

- d. Disqualifying the Contractor from future bidding as non-responsible.
- (6) DBE Prompt Payment (49 CFR 26.29)
- i. Not later than ten (10) days after receipt of each progress payment from NCTD, the successful Bidder shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Bidder for work performed by the sub-Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Bidder receipt of released retention from NCTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by NCTD, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub- Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.
 - ii. Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.
- (7) DBE Breach of Contract
- i. Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by NCTD or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).
- (8) Civil Rights Policy Statements
- i. NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf>
 - ii. NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf>
 - iii. NCTD's EEO Policy Statement for its EEO program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf>

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements 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 the most current FTA Circular 4220, 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 NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

SECTION 5 Attachments

Attachments A - F must be completed and submitted as part of the proposal.

Attachments G -I are informational only.

**Attachment A
Sandy Area Metro SAM
COST PROPOSAL**

Based upon the estimated figures provided in Section 1.3 and Attachment H, indicate the proposed costs for SAM Operations for the first year of service during said Contract.

A. Fixed Route and Commuter Service \$ _____

B. Paratransit – Special Need Services \$ _____

Cost per revenue hour \$ _____ based on 15,675 annual revenue hours.

Total cost per year \$ _____

Company Name

Signature of Authorized Official

Address

Name, Title of Authorized Official
(print or type)

City, State, Zip

Date

Phone

Attachment B

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____
(Typed or Printed)

Date: _____

**Attachment C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER
INELIGIBILITY & VOLUNTARY EXCLUSION**

The undersigned, duly authorized representative of _____,
hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____
hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Representative)

(Date)

Attachment(s) [If required]

Attachment D

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

_____, being first duly sworn, on their oath
(Type or Print Name and Title)
says that the proposal submitted is genuine and not a sham or a collusive proposal or
made in the interest of or on behalf of any person not herein named; and they further state
that the said proposer has not directly or indirectly induced or solicited any other proposer
for the above work or supplies to put in a sham proposal, or any other person or
corporation to refrain from proposing; and that said proposer has not in any manner sought
by collusion to secure to self advantage over any other proposer or proposers.

NON-COLLUSION AFFIDAVIT

SIGN HERE

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the

State of _____

My Commission Expires:

Attachment E

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

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 (print or type)

Date _____

Attachment F

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

Attachment G

SAMPLE CONTRACT

This Contract between _____, Contractor, and the City of Sandy (hereafter referred to as City), dated this ____ day of June 2018.

WITNESSETH THAT:

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal dated March ____, 2018 to provide such services, and Contractor submitted its Proposal dated _____, 2018 in response thereto and is made a part of this Contract. Following an evaluation by the City and its selection committee, Contractor was chosen to be the most efficient and reliable among the field of qualified competitors to be awarded the City's Transit Contract; and

WHEREAS, the Parties entered into this Transit Contract Agreement for an initial contract term of TWO (2) YEARS beginning July 1, 2018 and ending June 30, 2020 with an additional three (3) one (1) year optional extensions

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor and is made a part hereto: Unless specifically noted, Contractor and City will follow all Terms and Conditions as outlined in the Contractor's Proposal dated _____ 2018.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term of the Contract.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS or changes to this Contract shall be submitted in writing and will become a part of this Contract when agreed upon by both parties and adopted by the Sandy City Council.

Any and all notices, writings, correspondence, etc as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY OF Sandy

CONTRACTOR

16610 Champion Way
Sandy, Oregon 97055
503.489.0925

IN WITNESS WHEREOF, City and Contractor have executed this Transit Contract dated ___ June, 2018.

CITY:

CONTRACTOR:

Signature of Authorized Official

Signature of Authorized Official

Name, Title of Authorized Official
(print or type)

Name, Title of Authorized Official
(print or type)

Date

Date