

## **RFP Addendum #1**

**Please amend Section 1 as follows:**

### **DELETE:**

**Special Note:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and City makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. The City grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the City.

### **ADD:**

**Special Note:** In accordance with ORS 279A.210, this is a Joint Cooperative Procurement on behalf of the City of Sandy and Clackamas County. The City of Sandy is the administering contracting agency, and Clackamas County is the participating purchasing contracting agency. Clackamas County reserves the right to award a contract or not as a result of this solicitation. Clackamas County reserves the right to negotiate any additional terms or conditions as it determines are necessary before executing a final contract with any prospective proposer.

**Please amend Sections 2.7 and 2.8 as follows:**

**Delete Section 2.7 and 2.8**

### **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 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 seven (7) 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](http://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.

**Replace with:**

## **2.7 ACCEPTANCE OR REJECTION OF PROPOSALS:**

In the award of the contract, the City of Sandy will accept the proposal or proposals which in its estimation will best serve the interests of the City based upon the evaluation criteria described below. The City of Sandy reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete or does not otherwise comply with the terms and conditions of this RFP or applicable law 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.

## **2.8 ADDENDA, INTERPRETATIONS, SOLICITATION PROTEST:**

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 seven (7) 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](http://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 solicitation documents as if bound herein.

Any Proposer wishing to protest any provision, specification, contract term or other element of this RFP must submit a protest in writing to the Transit Director, who must receive the protest at least seven (7) calendar days prior to the date set for the

opening of proposals. The City will not consider any solicitation protests received after this date. A protest under this section must include:

- Sufficient information to identify the solicitation that is the subject of the protest;
- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive or is legally flawed;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- A statement of the desired changes to the procurement process or the RFP that the proposer believes will remedy the conditions upon which the protest is based.

**Please amend sections 2.10, 2.12 and 2.14 as follows:**

**Delete 2.10, 2.12 and 2.14**

**Please amend the Criteria for Evaluation of Proposal as follows:**

**Add the following:**

**Criteria for Evaluation of 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: 30 points
- Experience/Approach: 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 B) applied to the number of hours and trips defined in the scope of work and identified for the two separate services.
- Ability to gain efficiencies through coordination of services between Sandy and Clackamas County: 20 points
- Interview: 10 points
- Inclusion of current employees at a comparable compensation package: 10 points
- DBE: 5 points

**Clarification to existing conditions:**

Clackamas County Social Services currently contracts with the City of Sandy for the operations of the Mt. Hood Express under an Intergovernmental Agreement dated 7/16/19. The County may continue to contract with the City for transit services or may contract directly with the selected bidder for these services.

**Please amend Section 3 as follows:**

**Insurance:**

**Delete:**

**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, Worker's Compensation Insurance, and Automobile Liability 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.

**The Contractor will** include as an Additional Insured Clackamas County, 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 including but not limited to Oregon Department of Transportation and Tri County Metropolitan Transportation District.

Required insurance is detailed in Appendix D and includes, but is not limited to:

- Workers Compensation
- Commercial General Liability
- Automobile Liability

**Replace with:**

**The Contractor will procure and maintain insurance.**

Required insurance is detailed in Appendix D and includes, but is not limited to:

- Workers Compensation
- Commercial General Liability
- Automobile Liability

**Please amend Appendix D: Contractor Insurance Requirements as follows:**

**GENERAL**

**Please add as Paragraph 1:**

**The Contractor will, 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, Worker's Compensation Insurance, and Automobile Liability Insurance (including both owned and non-owned vehicle Automobile Liability**

Insurance), and will include as an Additional Insured the City of Sandy, Clackamas County, 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.

**The Contractor will** include as an Additional Insured Clackamas County, 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 including but not limited to Oregon Department of Transportation and Tri County Metropolitan Transportation District.

**Delete from General:**

Contractor may be self-insured as long as the amount of insurance are equal to the amounts listed below.

**Delete from Certificates of Insurance:**

In lieu of filing the certificate of insurance required herein, if Contractor is a local government as defined under ORS 190.003, Contractor may furnish a declaration that Contractor is self-insured for no less than the amounts required by applicable law.

**Amend Automobile Liability Insurance as follows:**

AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$3,000,000 per occurrence/\$5,000,000 per aggregate (for all claimants for claims arising out of a single accident or occurrence).

**Delete Attachment G SAMPLE Contract:**

## Attachment G

### SAMPLE CONTRACT

This Contract between \_\_\_\_\_, Contractor, and the City of Sandy (hereafter referred to as City), dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

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 February 24 \_\_\_\_, 2020 to provide such services, and Contractor submitted its Proposal dated \_\_\_\_\_, 2020 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 \_\_\_\_\_, 2020 and ending \_\_\_\_\_, 2022 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 March 25, 2020.

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.

***INDEMNIFICATION: Contractor shall take all responsibility for the work, other than vehicle related as provided for by the City in Article 14 C., shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to City, to City officers and employees, or to parties designated by City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless City, its officers, officials,***

directors, employees and agents from and against any or all loss, liability, expense, claim, costs

(including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt City, its employees and officers from loss caused solely by the negligence of City or from its own fraud, willful injury or violation of law whether willful or negligent. By execution of this Contract, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

With the exception of deductibles or damages within that amount, the City shall take responsibility for vehicle related accidents or occurrences as provided for in Article 14 C., shall bear all losses and damages directly or indirectly resulting to Contractor, Contractor officers and employees in the event of vehicle accidents or occurrences.

Approval of the insurance contracts does not relieve Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein.

**TERMINATION OF CONTRACT:** City may terminate this Transit Contract at any time by giving Contractor 60 days written notice thereof. Notice of termination shall be given by certified mail. Upon termination, City shall pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by City to effect termination. In the event that Contractor at any time during the entire term of the Contract breaches the requirements or conditions of the Contract, and does not, within ten days of receipt of notice thereof from City, cure such breach or violation, City may immediately terminate the Contract and shall pay Contractor only its allowable expenses to date of termination. Contractor must give 120 days written notice to terminate.

**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

16610 Champion Way  
Sandy, Oregon 97055  
503.489.0925

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, City and Contractor have executed this Transit Contract dated April, 2020.

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

**Replace with Attachment G Sample Contracts:**

**CITY OF SANDY, OREGON**

**PERSONAL SERVICES AGREEMENT**

AN AGREEMENT between THE CITY OF SANDY OREGON ("City") and \_\_\_\_\_ ("Provider").

WHEREAS, City and Provider believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of \_\_\_\_\_.

**1. Term**

This Agreement shall run from \_\_\_\_\_, 20\_\_ through and including \_\_\_\_\_, 20\_\_ unless sooner terminated under the provisions of this Agreement and may be extended for additional like periods.

**2. Provider's Service**

The scope of Provider's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A").



**3. Provider Identification**

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

**4. Compensation**

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "A".

**5. Project Managers**

City's Project Manager is \_\_\_\_\_. Provider's Project Manager is \_\_\_\_\_. Each party shall give the other written notification of any change in their respective Project Manager.

**6. Duty to Inform**

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

**7. Provider is Independent Contractor**

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

**8. Overtime**

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

**9. Indemnity and Insurance**

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City, its officers, employees and agents harmless from and indemnify and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.
- ii. Insurance: Provider shall comply with all terms and conditions regarding insurance as provided in Appendix D of the \_\_\_\_\_, 2020 RFP for Transit Operations, which is incorporated into this Agreement by reference.

**10. Work is Property of City**

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Agreement shall be the property of City.

**11. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

**12. Errors**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

**13. Extra or Changes in Work**

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**14. Successors and Assignments**

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

**15. Records**

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

**16. Breach of Contract**

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Provider, may obtain substitute services in a reasonable manner and recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Provider as being in default and pursue any remedy available for such default.
- iii. Pending a decision to terminate all or part of this contract, City unilaterally may order Provider to suspend all or part of the services under this contract. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other Agreement between Provider and City.

**17. Trial without a jury**

Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

**18. Termination for Convenience**

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

**19. Payment for Labor or Material**

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the performance of the work provided for in this contract. (ORS 279B.220)

**20. Contributions to the Industrial Accident Fund**

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

**21. Liens and Claims**

Provider shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

**22. Income Tax Withholding**

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

**23. Payment of Claims by the City**

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

**24. Hours of Labor**

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

**25. Workers' Compensation**

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

**26. Medical Care for Employees**

Provider shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

**27. Modification**

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

**28. No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**29. Integration**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

<p>CITY OF SANDY, OREGON</p>  <p>_____</p> <p>City Manager</p>	<p>Provider</p>  <p>_____</p>
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**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #Cobblestone #**

This Personal Services Contract (this “Contract”) is entered into between (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Name of the Department.

**ARTICLE I.**

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on \_\_\_\_\_.
  
2. **Scope of Work.** Contractor shall provide the following personal services: \_\_\_\_\_ (“Work”), further described in **Exhibit A**.
  
9. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Write Out Number dollars ( \$ ), for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
  
25. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:

5. **Travel and Other Expense.** Authorized:  Yes  No  
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**38. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

**39. Contractor and County Contacts.**

Contractor	County
Administrator: Phone: Email:	Administrator: Phone: Email:

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

**53. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**54. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

**55. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**56. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

**57. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

**58. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

**59. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of

or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

**8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input type="checkbox"/> Required – 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.
<input type="checkbox"/> Required – 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.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.



- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor

were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.  
  
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

**28. [OPTIONAL]CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable

injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. **[OPTIONAL] CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
30. **[OPTIONAL] KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Company Name

Clackamas County

\_\_\_\_\_  
Authorized Signature

Date

\_\_\_\_\_  
XXXXXX

Date

\_\_\_\_\_  
Name / Title (Printed)

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

Date

\_\_\_\_\_  
Entity Type / State of Formation

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

[Insert detailed scope of work]

[Insert rates and costs if payment is on a time and material basis]

[Insert payment schedule if applicable]

**[OPTIONAL]**

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

**Please amend Section V Attachment A as follows:**

**Delete:**

Cost per revenue hour \$\_\_\_\_\_ based on 16575 annual revenue hours.

**Replace with:**

Cost per revenue hour \$\_\_\_\_\_ based on **19565** annual revenue hours.

**QUESTIONS**

Is there any possibility of getting this extended?

City and County have agreed to extend the deadline to April 3 to allow proposers more time.

Section 4.1, page 18 Please explain what the city of Sandy envision when it references a proposal that should include "coordinated approach to service"? Who will the contractor coordinate its services with?

This bid is on the operations management of 2 services, SAM (City of Sandy) and MHX (Clackamas County). Please include how these services can be coordinated under one contractor (yourself) for cost efficiencies. The coordinated approach is between the two services, under one contractor.

Section *Safety*, page 26 "Contractor shall ensure all vehicles are equipped with emergency equipment to be defined in consultation with the City/County. This shall include at a minimum: fire extinguisher, first aid kit, blood borne pathogen kit, fluids kit and flashlight." - Are these items currently on the City/County vehicles and will need to be replace if a new operations provider is awarded the contract?

Vehicles are properly equipped. It will be the responsibility of the Contractor to ensure the items are present at all times. Any items that may need to be purchased will be reimbursed by the City and/or County.

Section *Vehicles*, page 33 For the City owned communication systems on the vehicles, is it the expectation that they contractor will pay for any associated radio air time?

Currently, Sandy pays for radios on the SAM service, not the Contractor. Radio service has historically been included in the cost per hour of service for the MHX service.



Section *Operating Facility 26* Please provide a facility layout of the operations and maintenance facility.

See fire escape route and site map (attachment A)

Section 4.3, page 32 Please clarify the hours of operation that the client will price for the general public ADA compliment demand-response service. ADA service is required all hours of fixed route service.

Section 4.3, page 31 What are the 5 hours of operation for the fixed -route commuter service between Sandy and Estacada? There are five runs per Monday -Saturday 7:00 am – 8:00 am, 10:30 am – 11:30 am, 3:00 pm - 3:57 pm, 5:00 pm - 6:00 pm and 6:30 pm – 7:30 pm.

7. Section *MT Hood Express*, page 33 The "locally provided dispatch center" referenced in the MT. Hood Express service definition, is that dispatch center provided by the City or contractor? If so, how many dispatch seats are available for use? The City provides office space for dispatch. Ideally the Mt Hood Express and City of Sandy Transit would be dispatched out of the same office. There is room for 2-3 dispatchers.

8. Section *MT Hood Express*, page 34 Please confirm that the MT Hood Express commuter service is ran 7 days a week. The Mt Hood Express commuter service runs 7 days a week (excluding noted holidays)

Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year. The SAM fixed route rate per hour to the previous contractor was \$46.54, the SAM rides Demand Response Rate was:\$46.54, the Paratransit ADA Rate was: \$29.95, the Medical rides rate was: \$29.95.

The rate per hour for all Mt Hood Express service is \$50.67. The rate for SAM routes and dial-a-ride services are \$46.54, the rate for paratransit is \$29.95 per hour.

In the fiscal year 2018-2019 SAM paid \$733,224 and MHX paid \$397,412

Please provide the revenue service hour definition for each of the services listed in the RFP. The definition of a revenue service hour can be found within FTA documents. It is the time when a vehicle is available to the general public and there is an expectation of carrying passengers. Revenue hours include layover time. Revenue service excludes deadhead time, maintenance, pre-trip, post-trip, etc.

Please provide the current revenue miles; current deadhead miles and hours; and current total miles for all of the services.



City of Sandy: Total Mileage: 361,221 Deadhead: 4610

FY19 Rev Miles By Route	SAM	Estacada	SAM rides	ED	Shopper	Special Events	Total
	218 629	38 00 8	420 06	44 45 6	13206	300	356,611

Clackamas County:

Village Shuttle: 0 DH Miles or Hours / 53,576 Revenue Miles (FY 18-19)

Mt Hood Express: 0 DH Miles or Hours / 187,436 Revenue Miles (FY 18-19)

Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.

	Mon	Tue	We	Th	Fri	Sat	Sun
SAM Gresham	2	2	2	2	2	1	1
SAM Estacada	1	1	1	1	1	1	
SAM Shopper	1	1	1	1	1		
SAM* rides	1	1	1	1	1		
ED Med* rides	1	1	1	1	1		
Total	6	6	6	6	6	2	1

\*Dial-a-ride and ED rides both could use 2 drivers at times, but we are currently not staffed to those levels.

Clackamas County: 2 total vehicles available for use on the Village Shuttle and 6 total vehicles available for use on the Mt Hood Express. That doesn't change by day. All 8 vehicles are owned by Clackamas County.

Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.

We do not track call volume. Dispatch is expected Monday through Sunday during all hours of service.

For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.). Revenue Hours allow for these types of exterior factors provided that it occurs when the vehicle is available to the general public.

For paratransit service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show.

Revenue hours start when the paratransit vehicle leaves the lot, even if that pick up is a no show.

Does the City/County have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor? Neither the City or County supply a support vehicle, but do expect that one be available should a response be needed.

During the transition, how many vehicles will be made available to the incoming contractor to perform training? Back up vehicles will be made available to the incoming contractor to perform training. 4 vehicles, of varying sizes, could be used. One large Cat A, two medium duty cut-a-ways, one small MV1.

Who is the current contractor? All staff are currently employed by the City. The County currently contracts directly with the City of Sandy via an IGA.

Please provide information on the City/County provided fleet to include engine type, fuel type, current odometer readings, average miles operated per year. Please advise if the contractor is required to provide any items on the bus [fareboxes, radios, MDT, etc.].

A list of City and County owned vehicles were provided with the RFP, the Contractor will not be required to provide any additional items for City or County owned buses.

Additional City information is listed below:

20: Diesel – 393,394

21: Diesel – 257,923 – Estacada, replacement due June 30, 2020

24: Gasoline – 90,532 – back up vehicle (2016)

23: Gasoline – 114,715 – funding secured for replacement 2021 delivery

25: Gasoline – 66,845 – funding secured for replacement 2021 delivery  
26: Diesel – 211,415 – (2017)  
27: Gasoline – 3,092 – new as of Jan. 2020  
28: Gasoline – 5,836 – new as of Jan. 2020  
30: Diesel — new as of Feb. 2020  
31: Diesel – -new as of Feb. 2020  
SAM Gresham buses (20,26,30,31) average 50,000 miles per year  
SAM Estacada buses (21 (trolley on order)) average 20,000 miles per year  
SAM Shopper (#1, trolley) averages 16,000 miles per year  
SAM rides buses (27,28) average 32,000 miles year  
SAM ED non-emerg medical (23,25) average 52,000 miles per year

Buses 962 / 963 / 964 are new buses and are still being rotated into service

Additional County information is listed below:

902: Gasoline – 303,506  
919: Diesel – 250,902  
925: Diesel – 354,361  
926: Diesel – 341,951  
929: Gasoline – 193,511  
962: Diesel – 16,139  
963: Diesel – 14,688  
964: Diesel – 13,831  
Village Shuttle buses (902 / 929) average around 34,000 miles over the last year  
Express Shuttle buses (919 / 925 / 926) averaged around 52,000 miles over the last year  
Buses 962 / 963 / 964 are new buses and are still being rotated into service

Please confirm whether the Contractor is responsible for engine and transmission overhauls for the vehicles? The contractor is not responsible for engine and transmission overhauls of the vehicles. Maintenance on all City/County owned vehicles is reimbursable. The Contractor will be expected to have a Fleet Manager that ensures maintenance is completed and appropriate billing documentation is submitted to the City/County for reimbursement.

Please provide the last 12 months history for major component replacement and repair for the City/County provided fleet.

All City and County owned vehicles have been maintained to manufacturer specifications and a preventative maintenance plan is currently in place. Maintenance on all City/County owned vehicles is reimbursable so the history of the vehicles does not appear to be needed. The Contractor will be expected to have a Fleet Manager that

ensures maintenance is completed and appropriate billing documentation is submitted to the County for reimbursement.

Are there any remaining warranties for the fleet or provided equipment?

The City has 4 new vehicles that are still currently under warranty.

The County has 3 new vehicles that are still currently under warranty.

Does the City/County have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?

The City does have a vehicle replacement schedule and will handle all vehicle replacements and/or expansions directly. One trolley is in process and due for delivery in June 2020 and 2 new minivans currently have been awarded grant funding but have not yet been procured.

The County will handle all vehicle replacements and/or expansions directly as the program is grant funded. Vehicles are scheduled for replacement per ODOT useful life standards.

What performance standards will be used for measuring the Contractor's performance?

Compliance with all contractual requirements. Adequate staffing levels and required trainings. On time performance. Timely and accurate completion of invoices and management reports. Proper oversight of all FTA and ADA regulations. Proper oversight of fleet management.

What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.

FY19 SAM:

Demand Response: 84,610 miles 15,243 rides

Shopper shuttle: 15,358 miles 6,969 rides

Commuter Bus: 256,443 miles 101,306 rides

Clackamas County: 72,130 total rides provided in FY18-19

There was no mention of Liquidated Damages in the RFP. Please confirm that there will not be any for the life of the contract. If there will be, please provide a listing of any liquidated damages charged or incentives earned over the past 12 months.

Confirmed, no Liquidated Damages.

On-Time Performance -- Is sampling accepted or 100% of trips?; Is a pickup before the window still considered on-time?

The City and County expect On-Time Performance to be measured on every bus. Measurements should be taken at the start and end of the line for every bus.

For paratransit, pickups are considered on time if they fall within the window. 15 min before scheduled pickup or 15 minutes after.

Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.

There is no Disadvantaged Business Enterprise (DBE) goal for this contract although there are evaluations points in the evaluation criteria for DBEs.

Are the current drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement and the contact name and number for the union representative.

No

Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible.

Drivers are currently provided an "in lieu" of insurance at \$400 per month.

Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.).

The City provides 2 phone lines and 2 computer stations with internet connections to SandyNet fiber.

How many years did the previous contractor hold this contract including extensions?

The previous contractor, RoJoy Services LLC, held this contract for 6 years. Prior to RoJoy Services LLC, Wheels held the contract for 10 years.

Please provide copies of the last three months of management reports from the previous Contractor or current service provider. Copies to be attached in addendum 2.

Please provide copies of the last three months of invoices from the previous Contractor or current service provider. Copies to be attached in addendum 2.

At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

Increased compensation due to unforeseeable events would need to be clearly explained, along with profit and loss statements, to the governing body to decide if the increase is warranted.

Please describe, including manufacturer product name and version number, the scheduling and dispatching products in place.

Easy Rides by Mobilitat is currently used by dispatch. It is owned by the City and not currently under a service agreement. The City currently has funding to update this software.

Please describe any additional modules in place to supplement the scheduling and dispatching system. For example, tools for call management, complaint management, rider communication via IVR or text, etc. Please indicate whether these

products are hosted by the Client, software manufacturer or if First Transit would be required to provide hosting services.

No additional tools are used. The City or the software manufacturer would be expected to host any services.

Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.

SAM services use Apollo camera systems in the buses. County buses currently use Seon and Apollo camera systems. Buses, with the exception of non-emergency medical rides, currently have tablets, LED readers and automated announcements through DoubleMap. There are fare boxes by Diamond on most vehicles, excluding the Shopper Shuttles and medical rides (MV1s).

Is there a requirement for integration of tablets, signage, passenger counters with the current dispatching system?

No, there is no requirement for integration of tablets with dispatching. If the City were to procure such a system, the City would be responsible for the selection and purchase in consult with operations management, but not dependent upon.

Who is required to provide the internet circuit for the facility?

The City of Sandy provides internet through SandyNet, operated by the City of Sandy.

41. Is the Contractor able to segment a separate VLAN off the City/County's internet service?

It is possible, but Ops and Transit already are within the same VLAN and already segmented well enough for the building. It would be good for you to know the benefits and drawbacks of that route.

42. What up/down bandwidth is available to the Contractor on the City/County internet service?

100Mbps/100Mbps behind the current phones on each desk, 1000Mbps/1000Mbps if phones and our switch at the operations center are upgraded.

43. Please confirm Contractor can install their own managed router and switch for segmented VLAN.

Yes, a single public IP address can be passed to them and the VLAN can be present at each workstation.

44. Please provide detail on the office/facility phone and internet lines/connections in each work area

Phones are set up through the City of Sandy's phone system. Cisco UCS. You can provide details on number of phones and locations.

45. Does the Contractor need to provide any network cabling or facility IT upgrades?

Contractor should not need to perform any upgrades, unless current infrastructure is not acceptable. If the contractor wishes to install equipment at the Operations center, some rack space is available for a switch, but no battery backup or room for servers. Servers and routers may also be placed in the data center at City Hall, however, physical access for contractor without Sandy IT present is prohibited.

46. Is there rack space available for Contractor servers, switches, routers, etc.?  
some rack space is available for a switch, but no battery backup or room for servers

47. Does the Contractor network need to support a facility camera system? If so, please provide details on the system  
No.

Are there any non-standard system applications that need to be installed on Contractor's workstations? No.

What systems, applications or on-bus technology does the Contractor need to provide computers or servers for? None, the City provides all equipment.

Call Recordings – Are Contractors required to make call recordings available to the City/County? HIPAA regulations raise concerns in this area and may require a very controlled process



ADA customers are enrolled through the City. Call recordings, as in voice messages, must be available to the City and/or County if necessary but telephone conversations are not recorded.

For the City/County provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies. [currently we have no BCP or DR plan on paper. Any and all phone issues should be filtered through our internal IT helpdesk since we manage them on a day to day basis.](#)

Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth. [There are currently some challenges with using our tablet systems for reporting. The operations manager would be expected to learn how to use and work with the DoubleMap service for reporting such as on-time performance, passenger counting, vehicle speed and so forth.](#)

Please provide a diagram of the Technology landscape showing applications/services, who uses each, is the City/County on a server or in the cloud, etc.

[The maintenance software currently used for both services is web hosted. The City currently owns this maintenance software \(MPWEB\).](#)

[The City/County systems used by the Contractor are located on a server maintained by the City of Sandy IT Department. Easy Rides dispatching software is located and maintained on this server. DoubleMap admin is accessed via on-line sign in.](#)

[The maintenance software currently used for both services is web hosted. The City currently owns this maintenance software \(MPWEB\).](#)

Do the revenue hours provided (16,575 for SAM and 9,600 for MHX) include deadhead hours? If not, what are the deadhead hours?

[No, deadhead hours are not included in the revenue hours provided. SAM's Transit Center is 2.3 miles from the Operations Center. Also, per the addendum and pg. 37 the revenue hours for SAM are 19,565.](#)

[Deadhead hours are not included in the MHX calculations. The Mt Hood Express Commuter shuttle and Village Shuttle both start at the office location so there is no deadhead.](#)

How many miles does both services cover annually? Can the City/County break them down by service type?

[Demand Response: 84,610 miles  
Shopper shuttle: 15,358 miles  
Commuter Bus: 256,443 miles](#)



The County routes travel around 260,000 miles annually. The Village Shuttle route makes up approximately 30-35% of the total miles.

In the RFP it is unclear what the contractor will be responsible for with regards to maintenance of the City/County provided vehicles. Please provide a detailed outline of maintenance duties and responsibilities for both City and County services?

The City and County expect the Contractor to have a fleet manager that ensures all vehicles follow the preventative maintenance plan and additional manufacturer suggested maintenance. Any maintenance that is completed on City or County owned vehicles will be reimbursed at 100% by the City or County, provided that proper documentation is submitted. Currently, most maintenance is performed by a third party.

Please confirm that the City will cover all utilities, i.e., lights, heat, air-conditioning, water, sewer, internet, phones, copier.

City will provide all utilities, i.e., lights, heat, air-conditioning, water, sewer, internet, phones, copier. City will not provide consumables such as paper, pens, uniforms, cleaning equipment and supplies and so forth.

Will the City/County consider pushing the RFP due date back one or two weeks to allow proposers to properly analyze this opportunity before providing a cost?

The City/County have agreed to push the RFP due date back to April 1 to provide proposers more time. Due to the timeline of implementation, we currently do not believe we could push the date back further.

Will a call in number be provided for proposers who cannot physically attend the preproposal meeting?

A call in number was provided.

Is the City interested in proposals that recommend an entirely app-based, on-demand service model, if such a model can be demonstrated to offer more efficient operations and higher quality of service? Under such a model, customers would request rides in real-time using a mobile application. Such a model would additionally support reservations booked by phone.

This service, both SAM and MHX, are primarily fixed route services in rural areas. These routes could not be changed to a demand response model.

Is the City open to using non-employee drivers where legal and appropriate? These drivers, for example, could be independent contractors that drive a designated fleet of branded vehicles, held exclusively for use by the City. Using contractor drivers allows for more flexibility in the labor model and a consequent scale up and down of vehicles to match demand throughout the day. This operating efficiency generally reduces deadhead hours and vehicles required, reducing the cost to the City.

No, I do not believe either SAM or MHX, as public entities would be interested in non-employee drivers.

Can the City share the approximate annual budget for the operation of the Sandy Area Metro (SAM) and Mt. Hood Express (MHX) transit services?

Annual budget for contracted operation costs for SAM is approx, 781,439 total budget for MHX is approx. 403,333.

Is the City interested in proposals that recommend a partnership model through which the City and Contractor engage in close, ongoing collaboration — which may include changes to service design — to explore innovative approaches in order to achieve efficiency and quality of service improvements?

Yes, the City is very interested in working closely with the Contractor for collaborations, efficiencies, innovative approaches.

When & how will proposer receive the responses to these questions? (i.e. direct email, website post, etc.)

Via email and posted to web 3\_13\_20.

Is it acceptable to submit an electronic copy of the proposal, in addition to the paper copies?

If so, is a USB (flash drive) an acceptable form of Electronic Copy?

Yes, as long as there are 4 paper copies submitted

Can a USB containing additional materials and videos be included with our proposal for better understanding of our software?

Yes as long as specified requirements are met.

Does the price proposal need to be in a separate sealed envelope from the technical proposal?

No

Can Proposers include a copy of the specific vendor pricing sheet as explanation along with the required pricing form?

Yes

What are some of the biggest concerns seen with the current software solution that you would change immediately if you could?

Reporting using current tablets/software is difficult and not accurate. For example, on time performance does not seem accurate, working with the software/tablets to correct this and/or report accurately is important. Easy Rides software currently needs updated.

What is the budget for this project? Annual budget for contracted operation costs for SAM is approx, 781,439 total budget for MHX is approx. 403,333.

What is the funding source for this project?

Multiple funding sources. The City and County received Federal funds (5310, 5311, Federal Land Access Program (FLAP) and State Sources STF, STIF. The City has a payroll tax and The County has County contributions and private partnerships.

What are the funding deadlines/timelines for this project?

The contractor needs to be in place by May 25<sup>th</sup> if possible. Monthly reports and invoices are important for proper funding of the project.

Does SAM have a preferred cellular network? If so, please provide contact information for our account manager.

Verizon. Please contact the IT Director for more details. Greg Brewster [gbrewster@ci.sandy.or.us](mailto:gbrewster@ci.sandy.or.us)

Is there a consultant involved with this RFP? If yes, what is the name of the firm or individual?

No

Does SAM plan to leave the Mobile Data Terminals (MDTs) within the vehicles at all times, or bring them inside when they are not in use?

Leave in vehicles at all times.

How many in office users will you have?

5-10 people with access to the system, not necessarily all at once.

Do you want the chosen vendor to do all the driver training or are we training the trainers? a. If training the trainers, how many of those are there?

The Contractor will be responsible for all driver hiring and training.

How many depots do you operate?

We operate out of one operations building (the Sandy Operations Center) and one Transit Center (in town)

Do you have any subcontractors?

If there are subcontractors, will those subcontractors need go-live support on-site?

None

Do you use a taxi provider(s) for peak and/or overflow operations? If yes, are Android tablets or smart phones used by the taxi provider? Are the tablets or smart phones locked down or open to an API interface?

No

Are any private contractors/subcontractors used to provide trips for SAM? If yes, how are these contractors paid, by the trip or by the hour?

No

Would SAM consider SMS text messaging/Self Service Web requests/Mobile Booking app as optional products for purchase as a replacement to older IVR technology?

We do not use IVR

What is SAM's expectations related to data conversion?

SAM expects the contractor to use the systems provided by the City and/or County.

Are there any interfaces required to external sources such as Medicare? If so, what other external sources?

No

Are there any special reporting requirements other than the ones requested?

Data reporting for NTD reports including data such as mileage, ridership, demographics and so forth. STIF reports regarding mileage, demographics. On time performance, maintenance reports and so forth. No special reporting at this time.

Will SAM be purchasing the vehicle mounts and tablets and providing in-vehicle installation or would SAM like those included in the bid?

SAM currently uses tablets in most vehicles. All vehicle equipment is procured by the City. Equipment is not currently included in this RFP. If the proposer would require new equipment as part of the proposal, the cost of that equipment should be included.

What is the total number of Drivers?

21 drivers, 3 are part time. 1 dispatcher, 1 dispatch/trainer, 1 fleet supervisor/interim operations manager (all used as backup drivers with CDL)

How many dispatchers does SAM have?

Currently use 2 full time dispatchers with interim operations manager and 2 Sandy admin staff as back up. 3 dispatchers at minimum to be adequately staffed – with ops manager or other admin staff as back-up.

How many reservation agents does SAM have?

Dispatch are schedulers/reservation agents.

How many hybrid positions (i.e., reservations/dispatch scheduling) in one position does SAM have?

All dispatchers, currently 3 are also reservations. One dispatcher is also a trainer. Ops Manager is also a trainer.

Ideal staffing would include: 23-27 drivers, 2 fte and 2 pte dispatcher, 1 operations manager, 1 full time or part time schedule/ops assistant, 1 fleet supervisor, 1 (pte or fte) maintenance , 1 bus wash

Many drivers are trained and currently working in several positions. One driver is also maintenance, 3 drivers are trained for dispatch for example.

Are the Drivers and/or Dispatchers represented by a Union? If so, which Union?

No

Does the service area encompass more than one county? If so, which counties?

Yes, SAM is in Clackamas County with trips into Multnomah County. County service operates in Clackamas County.

Does SAM provide group trips? If yes, what percentage of trips are group trips?

Trips can be scheduled together for efficiencies, do not track the percentage of trips.

What is the maximum number of paratransit vehicles at peak service on any given day?

Trip and Call Volumes

Currently 1 vehicle for medical rides and 1 demand response. To be adequately staffed, 2 demand response and 2 non-emergency vehicles should be in operation at peak times.

What are your current Rides per Hour (RPH)?

On demand response – approximately 3 rides per hour.

What is your average trips per day?

37 Mon-Sat

What is the average trip length?

10 minutes for in-town, 1-1:15 hour for out of town medical

What is the number of will calls weekly?

48

What is the weekly average number of declined trips?

7

What is SAM average number of one-way trips weekly?

N/A at this time

Does SAM provide subscription trips (standing orders)? If so, what percentage of trips are subscription trips?

Yes, no more than 20% of trips can be subscription

What is the current size of your client population?

What is the growth rate?

600 clients – don't know growth rate

On average, how many taxi trips are used per day?

None

On average, how many calls will your call center handle?

What is the peak number of calls handled per hour?

Not sure, there are 2 lines and a voice mail.

Although there is a bus wash onsite, who physically now fuels and washes the vehicles?

We have a bus washer on staff for washing. The drivers currently fuel the buses.

What is the current scheduling and routing software used for the ADA Dial-A-Ride, NEMT, General Public Dial-A-Ride and Deviated Fixed route services?

Easy Rides

- Are the same vehicles used to operate the General Public Dial-A-Ride, NEMT, ADA Dial-A-Ride and Deviated Fixed Route or are specific vehicles used for specific services?  
Specific vehicles used for each type/route
- Do any of your vehicles have tablets or MDT's? If so, what brand and model are they?  
Yes, MDTs, Getac, DoubleMap- all vehicles except the medical rides vehicles
- ADA Eligibility – How will updated ADA Eligibility be provided to the contractor? In what format (i.e. – excel, email, other)  
Handed to dispatcher.

When will Sandy be providing final addendum (answers to questions)?

First Addendum is March 13, 2020. Final addendum not later than March 18

- Will Sandy grant a one week extension, so that answers to questions can be incorporated into technical proposals?

City will extend the deadline to April 3.

- Is workforce represented by a union?

No

- May bidder propose solution options, such as safety equipment (e.g. cameras, collision avoidance)?

Bidder may make proposals that are outside of the requested material. However those proposals should not be included in the bidders cost proposal unless it is necessary to the contract. Anything that would be recommended, but is not required for the contract to move forward should be proposed separately, not in the base bid cost of service.

- Maintenance - does the contractor perform maintenance or coordinate getting the maintenance performed by third parties?

The contractor coordinates getting the maintenance performed by third parties.

- Why does starting driver wage vary between \$17.20 and \$19.20?

There is currently one driver on staff who drives non-emergency medical rides who does not hold a CDL.

- Does the incumbent currently have enough drivers to perform the services?

The non emergency medical rides program could use an additional driver for peak periods, as could the local dial-a-ride program. We are currently staffed for fixed route, although additional back up or pte would be helpful.

- Please provide amount of liquidated damages paid over the last twelve months?

None

- Would Sandy prefer that contractor hire all drivers and staff provided by incumbent?

Yes, evaluation criteria points have been added to encourage the contractor to hire current drivers and staff

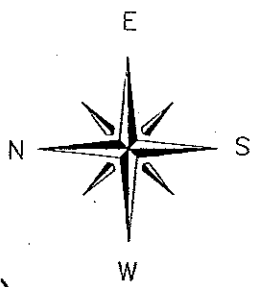
- How will vehicle inspections be performed? How will deficiencies (if any) be handled by the incumbent prior to start date?

The Fleet Supervisor (current interim operations manager) oversees vehicle inspections. If the contractor inspects vehicles and find they have deficiencies, this should be discussed prior to the start date. In general, recommendations made by the contractor regarding vehicles are addressed by the contractor with approval of the city or county.

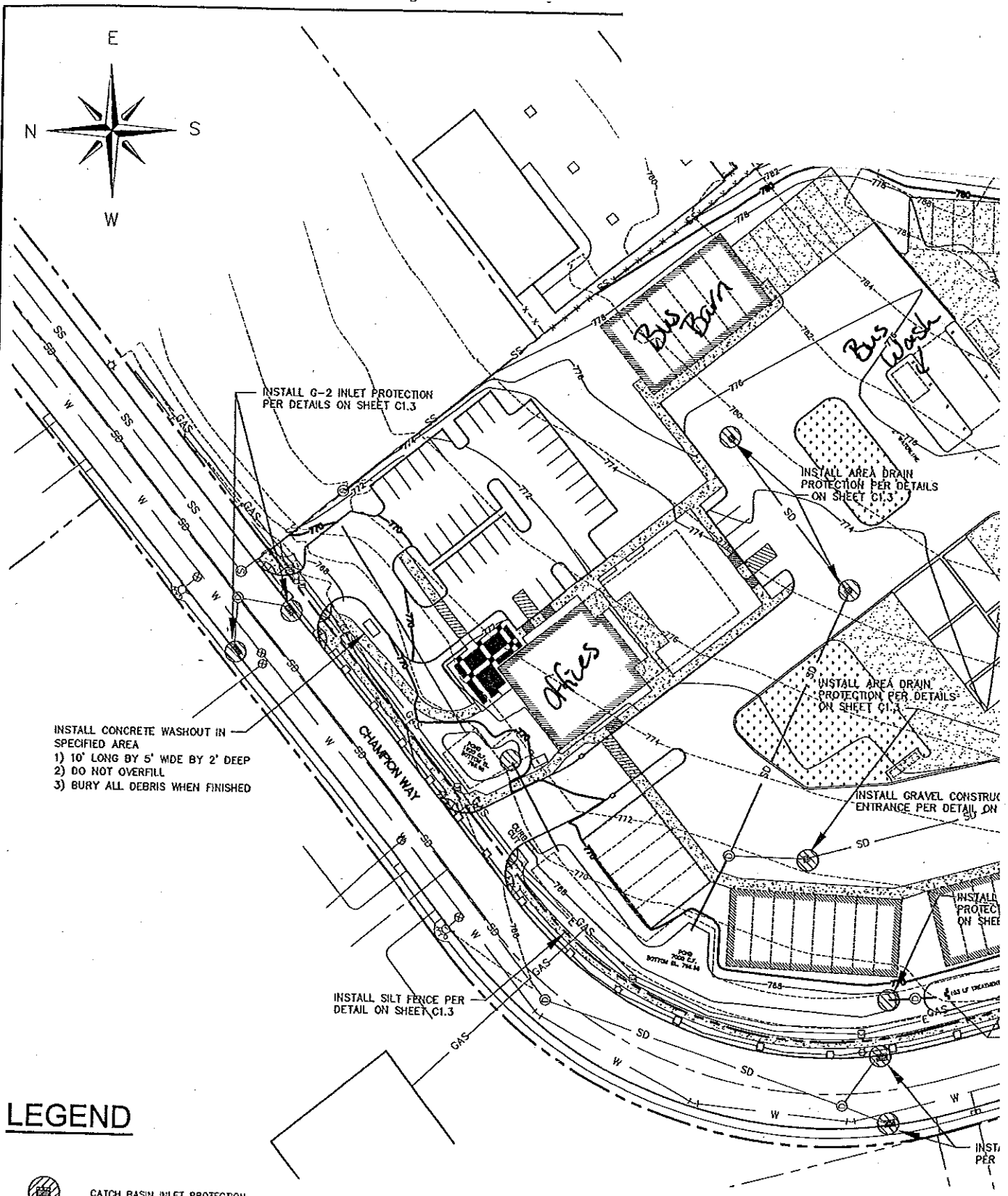
Requested Contact Information:

Easy Rides: City owns Easy Rides. Currently working with Paul Gardner  
pgardner@gmvsync for updates

Freightliner contact: Aaron Mourikis: [aaronmourikis@pdxftl.com](mailto:aaronmourikis@pdxftl.com)



XREFS  
 GRADING  
 A-SITE  
 X-TOPO  
 WHO  
 L/Scale: 0.5  
 P/Scale: 1  
 V/Relief: 1



INSTALL CONCRETE WASHOUT IN SPECIFIED AREA  
 1) 10' LONG BY 5' WIDE BY 2' DEEP  
 2) DO NOT OVERFILL  
 3) BURY ALL DEBRIS WHEN FINISHED

### LEGEND

- CATCH BASIN INLET PROTECTION
- SILT FENCE
- TREE PROTECTION FENCING

### EROSION CONTROL PLAN

SCALE: 1" = 40'

Computer: D:\Projects\Projects\EROS-0229\CAD\SHEETS\C2.G.DWG  
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NO.	DATE	BY	CHK	APPD.	REVISIONS

BE DESIGNED 4/4/2007 DATE  
 RS/BB DRAWN 4/1/2007 DATE  
 BE CHECKED 4/4/2007 DATE  
 BE APPROVED 4/1/2007 DATE

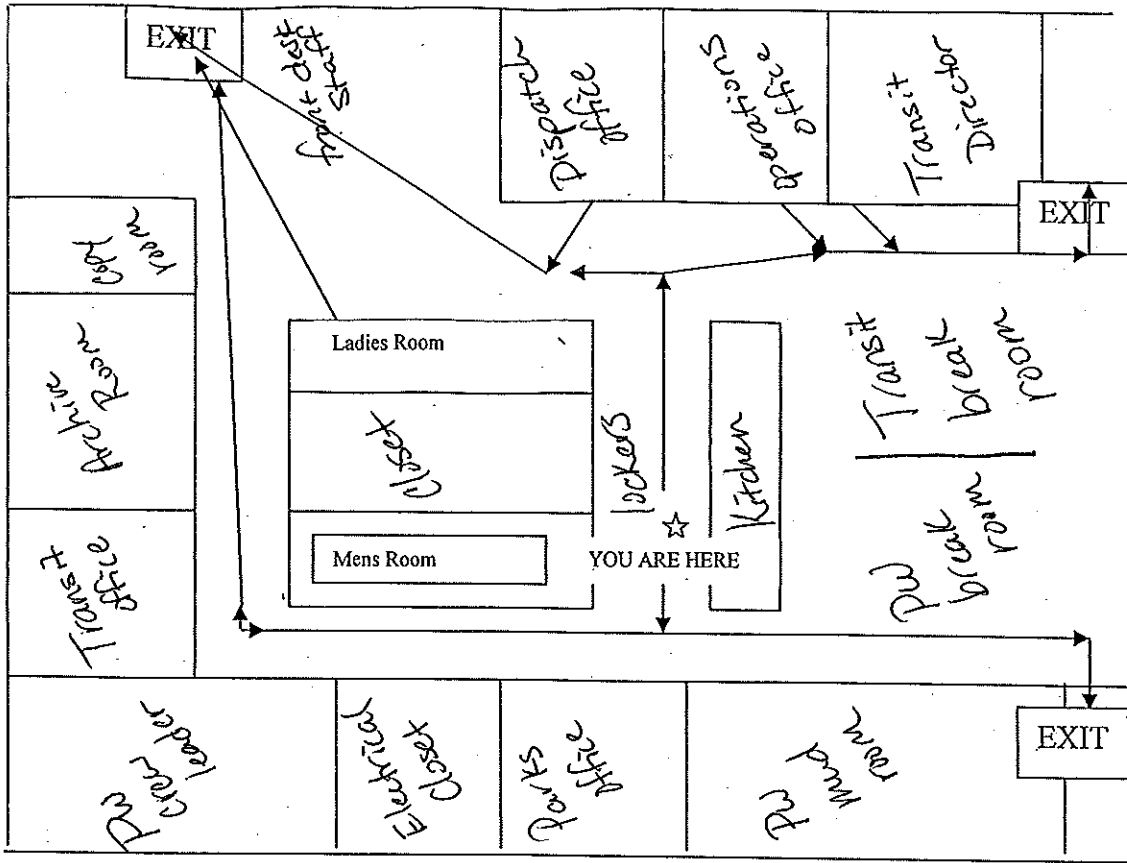
REGISTERED PROFESSIONAL ENGINEER  
 6743  
 W. E. ERICSSON  
 OREGON  
 July 17, 1970  
 BRUCE W. ERICSSON  
 EXPIRES: 12/31/07  
 SIGNATURE DATE: 4/4/07

**FIRWOOD DESIG**  
 SURVEYING ENGINEER  
 39120 PROCTOR BLVD., SUITE 1  
 SANDY, OREGON 97055

SUBMITTED:



FIRE ESCAPE ROUTE - OPERATION CENTER



Not to scale

WINDOWS ARE EGRESS EXITS