

**Please amend Section 2.16 of the RFP as follows:**

**Add to the end of the section:**

With respect to Oregon's Corporate Activity Tax ("CAT"), and without limiting the generality of the preceding sentences in this section, the successful proposer may not add a line item or separate charge to any invoice to account for the CAT, or any estimate of the CAT. The successful proposer will be solely responsible to the State of Oregon for any CAT liability that may result from commercial activity associated with the services it will provide to the City.

Please amend Section 2.14(3) pg. 9; Appendix G pg 65 as follows :

**Delete:** If Service Provider fails to perform and does not cure within 10 days after receipt of notice from the City, City may terminate.

**Replace with:**

If Service Provider fails to perform and does not cure within 30 days after receipt of notice from the City, City may terminate.

**Please amend Section 4.2 pg. Service Transition by adding:**

On March 26, from 1:00 pm to 3:00 pm, the City will allow proposers to inspect the vehicles and other City-owned or managed equipment that the successful proposer will use to provide the services the City seeks through this RFP. A proposer does not need to conduct such an inspection. However, submission of a proposal will constitute a representation that the proposer has no objection to or concern with the present condition of the vehicles and other City-owned or managed equipment and that the present condition of same is adequate for the provision of the services.

**Clarification of Contract Forms Appendix 1 pg. 13.**

The City will use Clackamas County's contract form for the resulting contract with the successful proposer. This is contained in Addendum #1 and begins on page 13. This will be true regardless of whether Clackamas County decides to contract separately with the successful proposer. All other contract forms included in the RFP or in an addendum are no longer applicable.

**Document Location: Section 4.2 pg 20**

*"City and County reserve the right to change number of hours and routes. If changes result in more than 15% of current hours, contract costs to be negotiated to neutralized impact."* Will the City/County consider reducing this threshold for renegotiation to 10% and or to price accordingly?

This could be considered during contract negotiations but is not guaranteed.

**Document Location: Sections 4.1-4.2 pgs 18-19; Section 4.3 pgs 31-35**

The contractor recommends clarifying that the Service transition mentioned on pg 19 includes the right to inspect the vehicles and document their condition prior to taking control (4.2) see above regarding Service Transition.

See above, new section added to Section 4.2 Service Transition

**Document Location: Section 4.2 pg 26**

*“City to provide storage in Sandy and office space and maintain such space.”*

Will the City/County consider adding the following: **City will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold City harmless from any Environmental Conditions on, in or under the Facility caused by Contractor during the term. The term “Environmental Conditions” means conditions where hazardous materials (as defined under applicable federal, state or local laws) are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to “laws” hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time.**

Not at this time as this typically is common in construction contracts.

Once an award is issued, how soon can training and start up begin so that the May 25<sup>th</sup> start date is met?

Once a contract is signed, the selected contractor will be given access to facilities.

Page 36, Appendix A: Please provide turnover data for drivers and dispatchers for the last year.

Approximately 17%

Page 26, Vehicle Storage and Operating Facilities: Will there be one facility for storing both City of Sandy and County of Clackamas vehicles?

Yes, Sandy Operations Center is where all City and County buses are stored. There is currently 1 bus barn, 2 are currently under construction.

Page 54, Disadvantaged Business Enterprise (DBE): Which of the current third-party maintenance providers are DBEs?

None.

Page 31, Term of Contract: Option years are by mutual agreement. Please confirm that the option years in Addendum 1, Attachment G are by mutual agreement. Please confirm that option years are by mutual agreement in both the City of Sandy and the Clackamas County contracts.

Option years are by mutual agreement in both the City and County contracts.

Page 16, Section 5. Approach: For startup planning purposes, when will the incoming provider have access to the facility?

Upon a signed contract, the incoming provider will be given access to the facility.

Page 23, Addendum 1: Radios: What make and model is SAM currently using and does the City desire that the provider use the same for MHX? Radios are from Silke Communications wireless 2 way radios. For ease of communication and equipment the City does desire the provider use the same for MHX.

Page 25, Vehicle Maintenance: Contractor Pre-Trip / Post Trip – Will the City and County allow the contractor to use an electronic data collection system such as Zonar or Verizon?

The City and County are open to improvements suggested by the Contractor. Ultimately decisions will be made in collaboration with the contractor with the consideration of the cost of implementation, benefits to service and other factors.

Page 26, Vehicle Storage and Operating Facilities: The City will be providing the contractor with MPWEB and workstations. Is the contractor required to use MPWEB for tracking and recording cost and parts usage, and tracking state of good repair for daily / weekly / monthly reporting?

The City and County could consider the use of a different system but does not guarantee that the use of a different system would be approved.

Page 38, Appendix C: Please provide the engine type specified for use in the International Defender vehicles. Does the vehicle have the Maxx Force or Cummins engine?

All Defenders are Freightliner and have Cummins Engines.

Page 63, Attachment F, Drug & Alcohol Test Policy Certification: This attachment states *Provide Copy of Certification*. Please clarify this requirement. Does the City require a copy of Proposer's company policy?

Per 49 CFR Part 655 Subpart I—Certifying Compliance §655.81 Grantee oversight responsibility. A recipient shall ensure that a subrecipient or contractor who receives 49 U.S.C. 5307, 5309, or 5311 funds directly from the recipient complies with this part. [78 FR 37993, June 25, 2013] §655.82 Compliance as a condition of financial assistance. (a) A recipient shall not be eligible for Federal financial assistance under 49 U.S.C. 5307, 5309, or 5311, if a recipient fails to establish an anti-drug and alcohol misuse program in compliance with this part. (b) If the Administrator determines that a recipient that receives Federal financial assistance under 49 U.S.C. 5307, 5309, or 5311 is not in compliance with this part, the Administrator may bar the recipient from receiving Federal financial assistance in an amount the Administrator considers appropriate. Back to Top (c) A recipient is subject to criminal sanctions and fines for false statements or misrepresentations under 18 U.S.C. 1001. (d) Notwithstanding §655.3, a recipient operating a ferryboat regulated by the USCG who fails to comply with the USCG chemical and alcohol testing requirements, shall be in noncompliance with this part and may be barred from receiving Federal

financial assistance in an amount the Administrator considers appropriate. [78 FR 37993, June 25, 2013] §655.83 Requirement to certify compliance. (a) A recipient of Federal financial assistance under section 5307, 5309, or 5311 shall annually certify compliance with this part to the applicable FTA Regional Office. (b) A certification must be authorized by the organization's governing board or other authorizing official, and must be signed by a party specifically authorized to do so. (c) Recipients, including a State, that administers 49 U.S.C. 5307, 5309, or 5311 Federal financial assistance to subrecipients and contractors, shall annually certify compliance with the requirements of this part, on behalf of its applicable subrecipient or contractor to the applicable FTA Regional Office. A recipient administering section 5307, 5309, or 5311 Federal funding may suspend a subrecipient or contractor from receiving Federal transit funds for noncompliance with this part.

You may include a copy of the company policy

Page 30, Addendum 1: It appears that the City is ready for a replacement of its paratransit software. Would the City consider a replacement of DoubleMap as well? The City uses Easy Rides software for paratransit. The City is considering new or updated software using STIF funds. DoubleMap is not currently used for paratransit, other than using the tablets GPS functions.

Page 30, Addendum 1: Does the City require one software solution for all services, or can more than one solution be proposed? [More than 1 solution could be proposed.](#)

Page 30, Addendum 1: Does the City expect any new software solutions to be in place on or prior to service start date?

[We have paused the procurement of new software due to this process in an effort to allow the contractor to provide their preference during the selection process.](#)

Page 20, Hourly Service Rate: At various times, federal, state and local governments consider laws, rules and regulations which require an increase to wages or benefits mandated 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 an application for increased compensation?

[Applications for increased compensation would be considered by the governing body, City Council and or County Board of Commissions.](#)

Page 30, Taxes, Licenses: The RFP states that the contractor is responsible for all licensing, permits and taxes. Can the City and County provide the costs associated with these licenses and taxes for the most recent year?

[Because these are contractor costs, the City does not have access to or the ability to provide the costs associated with those licenses and taxes for the most recent year.](#)

Page 11, Addendum 1: To ensure proper notification of all parties, would the City and County modify the Termination for Convenience language to allow for a minimum 60-day notice period?

The language used in in “Termination for Convenience” is in the City contract.

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Legal: Will the City and County consider adding strikes, traffic and other weather-related events in the Force Majeure clause of the contract to allow for these items or will the City and County clearly delineate the level of service expected of the Contractor during these conditions?

The City will use Clackamas County’s contract form for the resulting contract with the successful proposer. This is contained in Addendum #1 and begins on page 13. This will be true regardless of whether Clackamas County decides to contract separately with the successful proposer.

Please refer to the language in the County contract. At this time, we do not intend to change this language but this could be addressed during contract negotiation.

Pricing: Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost?

The cost for the first two years will be considered.

Page 28, Fare Collections: Please describe City and County desired fare procedures to include reporting, collection and accounting.

## **City of Sandy**

### **Transit Policy # 12**

Effective October 1, 2013

Updated June 23, 2014

## **TRANSIT FARE IMPLEMENTATION POLICY**

Per City Resolution 2013-13 fares will be collected for all transit services effective October 1, 2013. The Transit Manager will develop and implement the fare program. The process will include: public involvement; development of fare media; establishment of purchase locations; public notification, creation of fare procedures; and training contractor/employees and purchasing area personnel in proper procedures.

Fare media will be sold beginning September 9, 2013 and will be available at Sandy City Hall, Sandy Community Center and the Sandy Transit Operations Center. Sales outlets will accept payment in the form of cash, check, credit card or debit card. Fare media can be purchased by mail at: Sandy Transit, 16610 Champion Way, Sandy, OR 97055. City staff will collect fare payments. Transit Manager or designee will distribute and account for fare media by serial number.

Passengers must pay exact fare on the bus or show an acceptable form of fare media to ride the bus. Drivers will not make change or carry money.

The fares established by Resolution 2013-13 are:

<u>Fee Description</u>	<u>Fee Amount</u>
<b>SAM Fixed-Route/Commuter Route</b>	<b>\$1.00 per trip*</b>
<i>(Senior (over 60) or Person with a Disability)</i>	<b>\$1.00 round trip**</b>
<b>STAR Dial-A-Ride General Public</b>	<b>\$1.00 per trip*</b>
<i>(Senior (over 60) or Person with a Disability)</i>	<b>\$1.00 round trip**</b>
<b>STAR Dial-A-Ride Complementary Paratransit</b>	<b>\$1.00 per trip*</b>
<b>ED Dial-A-Ride (out-of-area trip)</b>	<b>\$2.00 per trip*</b>
<b><u>REDUCED FARE MEDIA OPTIONS</u></b>	
<b>Multi-Trip Pass (24 trips)</b>	<b>\$20.00 per Pass</b>
<b>Monthly Pass</b>	<b>\$30.00 per month</b>

\*trip is defined as one-way origin-to-destination (includes direct transfers to Sandy Transit services)

\*\*Senior or Person with a Disability (in town) trip is \$1.00 for round-trip

### Fare Handling Procedures

### **DETERMINING AND COLLECTING FARES ON VEHICLES (FAREBOX)**

### Driver determines appropriate fare:

- Children under 6 years old (accompanied by an adult) ride FREE
- Seniors (over 60) and persons with a disability get a token for their return trip (**within Sandy ONLY**)—**drivers use their best judgment or ask for ID (driver's license for age) or ADA (Honored Citizen) card from Sandy or other transit agency.**
- General fare is collected for all other riders

### Driver collects correct fare:

- All fares are placed in the fare box
- Driver checks to see that fare paid is correct – turns lever to deposit in vault
- Driver initials in ink or punches one star of a multi-trip pass (one card can be used for multiple passengers); for ED rides, mark or punch two stars per one-way trip.
- Passenger requests token for **direct transfer** (to a Sandy service only) or for return trip (**seniors or person with a disability only**)—upon disembarking.
- For fare collection on blended (interlined) services (Sunday & holiday **SAM-Gresham** and **MEL/SAM –Estacada**), driver will request fare payment at beginning of new route for next trip on other carrier. Example: **MHX** arrives at Sandy Transit Center and some passengers do not get off—driver will ask where passengers are going-if destination is in Sandy-no extra fare; if destination is beyond Sandy-charge fare for **SAM** trip.
- Driver will check out a duty bag with 20 tokens for use during shift. All fares are deposited in the fare box.
- Driver does not transport without a fare (UNLESS there are compelling, extenuating circumstances). Drivers will use a token from their duty bag for the non-payer's fare and make a note on the log sheet.
- Driver at the end of their shift - removes vault and turns in to the dispatcher along with duty bag.
- Dispatcher labels the vault with date, unit number, and driver's name; places vault in safe.
- For vehicles without a secure vault, dispatcher will remove fares from fare box placing in a separate bag per each fare box with the driver observing. Bags are labeled with date, unit number, and driver's name; and put into the safe.
- If empty vault is needed, by two people, fares will be removed from vault and placed in a money bag, labeled, and put into the safe.

On blended (interlined) services, drivers will record method of payment (cash, tokens, passes, or other fare media) by vehicle for Contractor's reconciliation between services.



### **Driver logs/records each trip:**

Contractor/Transit Manager will reconcile fares with the expected revenues based on the driver's log sheet.

### **DAILY DEPOSIT:**

#### **Contractor Report:**

- Two individuals designated by Operations Manager or Contractor, in presence of the each other, will remove vault(s) from safe and open the vault(s).
- Both individuals count the money in presence of each other. Each individual will count the money separately and compare totals – totals must agree.
- Both individuals record and initial the amount in the day's spreadsheet

#### **Transit Staff:**

- Daily (weekdays), the Transit Manager or designee will prepare the City bank deposit, record the amount, deposit at bank, and deliver the bank receipt with the Contractor Report to the Finance Department.
- Transit Manager is responsible for monitoring and investigating daily and/or cumulative differences.
- Finance Director will also monitor differences and inform the Department Director of any concerns.

### **REPORTING:**

Finance will manage the tracking worksheet for the Transit Fare revenue which includes the daily bank deposits, Contractor Report amount, batch number and amount differences.

Transit staff will have access to view the deposit data via shared Google Doc.

Monthly the Finance Department will send the Transit Manager or designee a detailed GL report of the Transit Farebox and Fare Media.

### **FARE MEDIA SALES:**

By the 15<sup>th</sup> of the month prior to monthly media to be sold, the Transit Manager or designated staff will distribute fare media to the following locations:



1. **Operations Center**
2. **Contractor (RoJoy)**
3. **City Hall**
4. **Community Center**

The Transit Assistant will manage a spreadsheet accounting with serial numbers of specific media (monthly passes & multi-trip passes), numbers of pieces, and amount of monies expected from the sales for each sales venue.

Each sales outlet will record serial numbers when receipting each sale in order to maintain current sales data.

#### **DEPOSIT:**

The Sales from **Community Center** and **City Hall** will be deposited through their receipting systems. Transit Manager or designated staff will reconcile fare media with deposits at the end of each month.

#### **Daily:**

**City Hall** will record Fare Media with the regular daily receipts.

#### **Weekly:**

- **Community Center** will deliver Fare Media receipt information to the Finance staff to record.
- Transit will deposit cash and/or checks from **RoJoy** and the **Operations Center**. Transit will give the deposit slip to Finance to record.

#### **REPORTING:**

Transit Manager or designated staff will receive the following monthly from the Finance Department; revenue report on Farebox (fares), Fare Media with Square (credit card) sales.

Transit Manager or designated staff will receive a fare media sales report monthly from the **Community Center**.

Transit staff will reconcile fare media sales with ridership daily/weekly and monthly.

Please clarify what type of phone system will the City provide?

VoIP solution through Cisco.

Additionally, will the contractor be able to “hang” a call recording option off of the City’s system?

This is something that could be considered with the consultation of the Transit Director and IT, but is not guaranteed.

In reference to Section 4.2 pr. 31

After the initial 2-year base term, will the City consider allowing both parties to give prior notice to the other of intent to extend not later than 180 day prior to the end of the contract or extension year?

Document Location: Appendix G pgs 64-65

Will the City/County accept the following changes to the below indemnification section:

*“Contractor to take all responsibility for work and bear all losses and damages directly ~~or indirectly~~ resulting on account of the **negligence or willful misconduct in the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence** of Contractor.*

*Contractor shall indemnify...from any or all loss...directly ~~or indirectly~~ arising from the **Contractor’s or its employees or subcontractors’ negligence or willful misconduct in the performance of the work, except in connection with the next sentence, passenger-upon-passenger violence, routing or good faith adherence to policies, procedures and directives of the City or County.**”*

The comment seeking changes to the indemnity provision was to language in Appendix G, which was struck in Addendum 1. So the language is no longer applicable.