

# REQUEST FOR PROPOSALS (RFP)



**CITY OF SANDY, OREGON**

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

**503-489-0925**

**[ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)**

**RFP No: SAM2020**  
Issuance Date: February 26, 2020

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**Project: Sandy Area Metro (SAM) Operations**

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**PROPOSALS DUE: March 25, 2020, NOT LATER THAN 1:00 PM  
LATE PROPOSALS WILL NOT BE ACCEPTED**

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

**SECTION I**

**REQUEST FOR PROPOSALS**

Notice is hereby given that The City of Sandy Transit Department will receive sealed proposals until 1:00 pm **March 25, 2020** , at the City Operation Center, Transit Department, 16610 Champion Way, Sandy, Oregon 97055 for providing:

**TRANSIT OPERATION SERVICES FOR THE CITY OF SANDY**

City of Sandy is requesting proposals by 1:00pm on March 25, 2020 for the daily operation of the City's bus service. No proposals will be received or considered after that time. Sealed proposals are to be sent to Andi Howell, Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055. Phone 503-489-0925.

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

The City of Sandy reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so, to waive any and all informalities.

**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.

DATED this February 26, 2020

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Andi Howell, Transit Director

## **SECTION II**

### **INSTRUCTIONS AND CONDITIONS**

#### **2.1 GENERAL:**

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

#### **2.2 PROPOSALS:**

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

Proposals carrying orders or qualifications may be rejected as irregular.

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

#### **2.3 DELIVERY OF PROPOSALS:**

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

#### **2.4 RECEIPT AND OPENING OF PROPOSALS:**

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

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

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

## **2.5 WITHDRAWAL OF PROPOSALS:**

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

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

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

## **2.6 MODIFICATION:**

Any Service provider may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

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

In the award of the contract, the City of Sandy will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the City, and will reserve the right to award the contract to the Service provider whose proposal shall be best for the public good. The City of Sandy reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any

proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The City 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.

## **2.9 NONDISCRIMINATION:**

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

## **2.10 FAILURE TO SUBMIT OFFER:**

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

## **2.11 PREPARATION OF OFFERS:**

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

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

### **2.12 SPECIFICATIONS LIMITING COMPETITION:**

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

Such comments shall be formal in writing, and are to be addressed to:  
City of Sandy  
Specification Protest, **Transit Service Operations**  
16610 Champion Way  
Sandy, OR 97055

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

### **2.13 EMPLOYEES NOT TO BENEFIT:**

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

### **2.14 DEFAULT:**

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



- 1.** If the Service provider fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- 2.** If the Service provider fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- 3.** In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Service provider shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Service provider shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 4.** The Service provider shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Service provider. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Service provider and without the Service provider's fault or negligence. The Service provider shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Service provider to meet the required performance schedule.
- 5.** The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**2.15 PAYMENTS:**

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

1. No claims will be considered for payment until the accurate record for the purposes of computing compensable time and services are rendered, and said records are submitted by the end of each month for payment by the City.
2. Payments will be made monthly, or as agreed, for any claims supported by an invoice.
3. For a period of one year after payment of any claim, City reserves the right, under this contract, to recover any damages due the City as specified in the Clause of this contract entitled "Default".

**2.16 TAXES:**

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

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

**2.17 LITIGATION:**

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

**2.18 NOTICE OF INTENT TO AWARD:**

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

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

**SECTION III**

**PROPOSAL RESPONSE**

Submitted by:\_\_\_\_\_

Address:\_\_\_\_\_

Date:\_\_\_\_\_ Phone number:\_\_\_\_\_

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

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

(a) That no official or employee of City of Sandy is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officials or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;

(b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.

(d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

[ ] Resident Bidder, as defined in ORS 279A.120.

[ ] Non-Resident Bidder, Resident State: \_\_\_\_\_

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

_____	_____
Name	Title

_____	_____
Name	Title

_____	_____
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Bidder

### **3.1 GENERAL:**

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

- 1.** Proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the Service provider, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 2.** If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Transit Director, City of Sandy, 16610 Champion Way, Sandy, Oregon 97055.
- 3.** No proposal will be accepted after 1:00 P.M. on March 25, 2020.
- 4.** Four copies of the proposal are to be submitted.

### **3.2 PROPOSAL CONTENTS AND FORMAT:**

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

#### **1. Transmittal Letter**

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

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

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

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

**3. Cost Proposal (ATTACHMENT A)**

**4. References**

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

**5. Approach**

A summarized description (**no more than 50 pages excluding attachments**) of experience and ability to provide similar service. Please include a discussion of your experience providing fixed-route and/or paratransit demand-response service. This should include:

- a) Experience and approach to scheduling and dispatching demand-response service;
- b) Description of driver hiring and training program, supervision and performance monitoring; ability to hire and retain additional drivers as needed;
- c) Description of what measures will be taken to serve riders with disabilities including physical, developmental, visual and hearing disabilities;
- d) Description of knowledge of federal and state requirements including but not limited to ADA, drug & alcohol use restrictions, driver testing and data reporting;
- e) Methods used to ensure service is responsive to needs of customers;
- f) Methods used for handling emergencies, safety and security;
- g) Methods used to monitor and ensure excellent customer service, including driver attitude and behavior, attitude of dispatchers and "extra touches" in the vehicle for convenience of passengers;

- h) Methods used to monitor and ensure service quality and safety, such as on-time service, customer service and response to requests for rides;
- i) How vehicle breakdowns will be handled when vehicles are in service;
- j) Approach to a vehicle maintenance program
- k) Approach to records management including service reporting, financial reporting, accident reporting, etc.
- l) Method of handling accidents, injuries, and customer complaints
- m) Capability and management approach;
- n) Labor relations program;
- o) Financial viability;
- p) Ability to start providing service in May 2020.
- q) Information on any litigation or settlements within the last 10 years related to providing transit services.

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

### **Criteria for Evaluation 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**
- DBE: **5 points**

**Submittals must be received no later than Friday, March 25, 2020 at 1:00 PM.** The City will not accept faxed proposals. Submittals should include



4 copies. Submittals should be mailed or hand delivered to Sandy City Operations Center at:

City of Sandy  
Transit Department  
16610 Champion Way  
Sandy, OR 97055

## **SECTION IV**

### **STANDARD SPECIFICATIONS AND TERMS AND CONDITIONS**

#### **4.1 PURPOSE OF THIS REQUEST FOR PROPOSALS:**

The City of Sandy is seeking proposals from qualified firms for the daily operation of the Sandy Area Metro (SAM) and Mt. Hood Express (MHX) transit services. The proposal should include a coordinated approach to service, showing how efficiencies could be gained through coordination and continued use of one contractor. Within the coordinated approach the proposal should identify the ability to retain separate cost allocations, service models, and reporting.

Qualified firms will have a minimum of three years of experience providing similar services. The selected firm will use vehicles owned by the City of Sandy and/or Clackamas County. Service providers for City of Sandy and Mt. Hood Express will operate from the City Operations Center in the City of Sandy, Oregon. Requested services include fixed-route, commuter route, deviated fixed route, general public demand-response service (Sandy only), demand-response services that meet ADA requirements and a non-emergency medical rides program (Sandy only).

#### **4.2 OPERATION:**

The City of Sandy assumed transit operations for the City from TriMet in January 2000. This service, known as Sandy Area Metro (SAM), includes fixed-route service in Sandy and commuter service between Sandy and Gresham Central Transit Center; deviated fixed-route commuter service between Sandy and Estacada; general public demand-response service; ADA complementary paratransit service; and non-emergency medical rides for services not available in city limits.

Clackamas County Social Services provides public transit service, known as Mt Hood Express (MHX) seven days per week for both the commuter routes and the point deviated fixed routes. The service consists of a rural, point deviated fixed route system operating on the Highway 26 corridor from the City of Sandy to Rhododendron four times daily, seven days per week, year round. Express (commuter) run service operates from the City of Sandy to Timberline Lodge seven times daily year round. One additional run is added

in the evenings Dec 1 to March 31 and three additional runs on weekends and holiday December to February.

Historically, the City and County have gained efficiencies in service through collaboration, including the shared use of one contractor and one shared pool of drivers, dispatch and other personnel. This RFP defines the tasks for which the Contractor (Service provider) and the City and/or County will be responsible.

Questions are encouraged and can be answered at the optional pre-proposal conference on **March 11, 2020 at 2:00 pm at the City Operations Center, 16610 Champion Way in Sandy, Oregon.** The City will accept additional questions in writing up to March 18, 2020 1:00 PM local time.

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

## **Service Transition**

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

**Contractor service date will begin by May 25, 2020.**

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

files must be available upon request (training, drug and alcohol testing, Medical Cards, ODL, etc.)

To be considered for this bid, Contractor proposal must include consideration of eligible current personnel with a wage and benefit package that is at least comparable to their current wage and benefit package. The employee schedule and wage rate is attached as Appendix A.

### **Hourly Service Rate**

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

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

### **Managerial/Supervisory Capacity**

**The Contractor will provide** an Operations Manager or equivalent position under their hiring structure. The Operations Manager will be on-call during all hours of operations. The Operations Manager is responsible for the supervision of drivers and other operations personnel, daily work schedules, billing, reporting, accident and incident response, invoicing and other duties as assigned.

**Contractor will provide** maintenance management through the use of a Fleet Manager or equivalent position under their hiring structure. The Fleet Manager will schedule and supervise maintenance services including transportation of vehicles for maintenance services with vendors. The Fleet Manager will also ensure the City and County are compliant with all State and Federal maintenance regulations, as well as, the prescribed preventative maintenance program currently in place. Vehicles must be in a State of Good Repair and repairs must be completed in a timely manner.

### **Scheduling and Dispatch Staffing**

In office dispatch services shall be maintained during all hours of operation. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept reservations in compliance with ADA requirements.

The Contractor will provide trip reservation scheduling at a minimum between 8:00 am and 5:00 pm weekdays and during service hours on weekends for the point deviated fixed route service. Point deviated fixed route dispatch will be in accordance with all ADA requirements.

### **Staff Hiring, Training and Evaluation**

**The Contractor will** be responsible for hiring dispatchers, drivers and staff, completing an initial orientation and on-going training, and overall supervision. The contractor shall conduct both a criminal and a driver history background check before hiring drivers. Contractor will provide City with monthly list of all hiring's and trainings.

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

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

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

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

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

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

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

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

1. No more than two (2) moving violations in any one-year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
3. If license has ever been revoked, must have ten (10) subsequent years with no violations.

4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. **Contractor will** require drivers to inform his/her supervisor of any conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.
6. **The Contractor will** provide uniforms for all field personnel, as approved by the City. These may include both summer and winter uniforms.
7. **The City** reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the service.

### **Employee Wages, Salaries and Benefits**

**The Contractor will**, retain current driver, dispatch and mechanical employees at a wage and benefit package at least comparable to their current wage, benefit program and vacation schedule. This is included as Appendix A.

**The Contractor** shall provide wages and salaries commensurate with the responsibilities of the positions offered and in concert with current market labor rates in order to ensure a qualified available work force. Contractor will provide a detailed explanation of the proposed wages and benefit package proposed that is equivalent or exceeds wages and benefits as compared to transit providers in the rest of the State. The detailed summary should include wages and benefits proposed for the following positions:

Operations Manager Salary Range

Fleet Manager Salary Range

Driver Salary Range

Differentials for winter conditions and/or non-traditional hours if applicable

Dispatch, Schedulers and Control Room Staff

Bus Wash Staff

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

**Contractor should** provide detailed information about progressive wage increases, such as step increases based on longevity and performance, to provide employees with incentives for performance and longevity.

**Contractor will** provide their plan to adjust wages and benefits on an annual basis to adjust for cost of living increases.

**Contractor will** provide a competitive benefits package for full time employees. Benefits may be prorated for part-time employees (less than 35 hours per week) based upon the employee's regular work schedule or a combination of actual hours worked and his/her regular work schedule for work performed under the terms of this contract. Contractor should provide a detailed summary of benefits as part of their proposal.

Benefits packages should be comparable to the benefits listed below for employees:

- a) Sick leave accrued at 6.67 hours per month.
- b) Personal leave accrued:
  - i. After one year: 5 days
  - ii. After three years: 10 days
  - iii. After seven years: 15 days
- c) Holiday leave of six paid holidays per year;
- d) No less than a Fair Market Health Benefit provided or cash stipend (in lieu of health benefits) for each full-time employee in service.
- e) Employer retirement contribution 4%

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

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

The Contractor will provide the City a monthly wages and benefits statement for verification purposes.



## **Vehicle Maintenance**

Contractor shall assess mechanical condition of vehicle, schedule maintenance services and transport vehicles to the appropriate service and/or repair locations. Contractor shall maintain a vehicle repair and maintenance schedule that provides for excellent safety and maintenance and in compliance with all state and federal law and with vehicle manufacturer's recommendations for service. City/County is responsible for repair and maintenance expenses based on actual expenses incurred and the submission original invoices. Repairs in excess of \$1,500 in value require written permission from the Service Provider (City/County). All physical damage should be reported to the Service Provider (City or County) within 24 hours of occurrence. Barring normal wear and tear, vehicles shall be returned in the same condition they were received by contractor.

For any accident determined to be the fault of their employees, Contractor will pay vehicle repair costs and/or the insurance deductible for any accident or incident while operated by their employees.

**The Contractor will provide** a monthly vehicle maintenance log for all services on each vehicle to both the City and County.

**The Contractor will** be responsible for daily cleaning of the inside and regular cleaning of the outside of vehicles as part of the maintenance program. All service records will be kept on all vehicles and will be made available to the at the end of each month. Contractor shall assist with all warranty claims and Safety Bulletin Certificates of Compliance.

**The Contractor will** ensure that daily pre-trip and post-trip vehicle inspections, are completed on a form approved by the City. The Contractor will promptly report any problems to the City/County and will not put any vehicle on the road unless it meets agreed safety standards.

Fuel cards shall be provided by City/County and used at Pacific Pride fueling station. Fuel cards will be used only for fuel used for the defined service (SAM or MHX, not a shared expense).

## **Safety**

Contractor shall ensure the safety of riders by any and all means necessary, including, but not limited to: ability to communicate with vehicle at all times, driver training, retraining and monitoring; alcohol and drug training; mobility assistance training; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures and training; etc. Contractor shall 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. All fire extinguishers will be serviced by Contractor as recommended by manufacturer and applicable federal or state regulation. City/County will be responsible for the cost of the required equipment.

### **Vehicle Storage and Operating Facilities**

**The City will provide** vehicle storage and operating facilities in Sandy. The City will provide computer hardware and software for 2 workstations and utilities, i.e., lights, heat, air-conditioning, water, sewer, internet, phones, copier. The City will maintain the operations facilities. Consumables, such as supplies and furnishings are not provided by the City/County.

### **Insurance**

**The Contractor will** procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but are not limited to General Liability, 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

## **Accident and Incident Reporting**

**The Contractor will** notify the City Transit Director immediately of any vehicle collision.

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

## **Data Collection**

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

## **Performance (On-Time)**

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

buses do not leave posted stop points before the time posted on the published schedules.

### **Fare Collections**

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

### **Determining ADA eligibility**

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

### **Record Maintenance, access, and retention**

**The Contractor shall** make and retain proper and complete books of record and account and maintain all fiscal records related to the service provided by the City of Sandy in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audit of municipal corporations. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Contractor shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Contractor as part of the Project, and any transportation services rendered by Recipient.

**The Contractor shall** retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

### **Other Operating Provisions**

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

**The City and Contractor will** work in collaboration to greet and assist the public at the Sandy Operations Center. Contractor staff, such as the office personnel, will on occasion interact with the public. Those staff will present in a professional manner in accordance to City of Sandy policies in both professionalism and attire.

### **Planning, Administration, Grant Writing and Marketing**

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

**The County will conduct overall program** administration, grant application and preparation of grant compliance reports, planning, including route scheduling, design and marketing, developing travel guides and schedules for the public, and service quality monitoring on behalf of MHX services.

**The Contractor shall** supply on request any necessary information to complete grant requests and reporting requirements for both City and County services.

## **Miscellaneous Provisions**

### **Rider Confidentiality**

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

### **Contractor's Waiver of Competition**

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

### **Permits to Operate**

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

### **Funding**

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

## **Contract Details**

### **Term of Contract**

The Contract period shall be for a two-year period beginning the effective day of contract through June 30, 2022 with up to three one-year extensions - by mutual agreement. Both parties shall give prior written notice to the other of intent to extend the contract for an additional one-year period no later than 180 days prior to the end of the contract. If notice is not given by said date by both parties, it will be presumed that one or other of the parties does not wish to extend the contract. In that event, the contract will terminate as of June 30<sup>th</sup> of that contract year. If both parties desire to extend the contract, negotiations regarding compensation for cost of service shall be completed prior to January 31<sup>st</sup> of the contract year.

### **Contract Disputes**

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

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

#### **SANDY AREA METRO (City of Sandy)**

**Contractor will provide** half-hourly fixed-route transit service between the City of Sandy and the Gresham Central Transit Center between 5:30 am and 10:00 pm weekdays, hourly service between 5:30 am and 10:30 pm Saturdays and 8 runs Sunday (8 hours). **(SAM-Gresham I & II; approximately 9370 hours annually)**

**Contractor will provide** approximately 5 hours of deviated fixed-route commuter service weekdays and Saturdays between Sandy and Estacada. **(SAM-Estacada; approximately 1570 hours annually)**

**Contractor will provide** approximately 5 hours of deviated fixed-route commuter service weekdays in Sandy city limits, between 12:00 pm and 3:00 pm and 5:25 pm and 7:25 pm. **(SAM Shopper; (approximately 1300 hours)**

**Contractor will provide** general public intra-city curb-to-curb service in the form of general public and ADA compliant demand-response service from 5:30 am-:00 pm weekdays and 10:15 am to 4:30 pm Saturdays. **(SAM rides; approximately 4325 hours annually)**

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

The following days are holidays that are run on the Sunday schedule: New Years Day, Memorial Day, Independence Day, Labor Day,

There will be no service on the following holidays: Thanksgiving and Christmas.

**Contractor will provide special events** service as requested. Usually this is extended hour service during Sandy Mountain Festival and other important local events.

**Contractor will provide** door-to-door service for qualifying trips for frail elderly and people with disabilities Monday-Friday 5:30 am-5:00 pm. This service will be coordinated with qualifying trips for Sandy Senior Center clients. The Contractor will use shared rides to maximize efficiencies. While rides will have at least one trip end in the Sandy area, the other end can be anywhere within the Portland metropolitan area. Other ADA eligible trips will be provided with feeder service, **SAM rides** to **SAM**, or curb-to-curb service and transferred to TriMet as needed at the Gresham Central Transit Center. This service required approximately 3000 revenue hours, split between Sandy Transit and Sandy Senior Center clients.

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



## Vehicles

**The City of Sandy will provide** contractor with 10-15 ADA accessible vehicles. The vehicles will include equipment to maintain communication with all vehicle operators at all times. (radio or cell phone push-to-talk). At least one vehicle will be used as a back-up for times when a vehicle is undergoing maintenance or for an emergency breakdown. See list of the current fleets (SAM and MHX) Appendix B.

### **MT HOOD EXPRESS (Clackamas County)**

#### **Definition of Service and Service Boundaries**

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

The point deviated fixed route service ("Village Shuttle") provides service between Sandy and Rhododendron four times daily. The estimated number of daily revenue hours is 5 hours for an approximate annual total of 1,800 revenue hours per year. Riders requiring curbside pickup for the deviated fixed route service shall be scheduled through contractor's dispatching services, which must operate out of a locally provided dispatch center.

The commuter service ("Express") provides seven runs daily from Sandy to Government Camp and Timberline Lodge with limited stops. In addition, an eighth run is offered Dec. 1 to March 31 in the evenings. Finally, additional service is provided on weekends and holidays from December to February for an additional three runs per day. The average time for a run is generally 2.75 revenue hours with an approximate annual total of 7,800 revenue hours per year.

#### **Service Hours**

**The Contractor shall** operate the Villages Shuttle, based the current level of service, one bus four runs daily between Rhododendron and points in the City of Sandy seven days per week between the hours of 5:45am and

5:40pm. Holidays are as follows: New Year’s Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day.

Contractor shall operate the Express commuter bus service, based on the current level of service, shall be offered seven times daily between the hours of 5:45am and 8:55pm, with one additional run ending at 11:28pm from Dec. 1 to March 31, and three additional runs on weekends and holidays during the regular operating hours from December to February. Holidays for the Express shall be Thanksgiving Day and Christmas Day.

Additional service may be considered in the future and proposals should address contractor capacity to provide this service.

**Bus Equipment, Fuel and Maintenance**

County shall provide at least two ADA-compliant vehicles for the Villages shuttle and at least three ADA compliant buses for the Express Service and pay for all related fuel, maintenance and repair expenses. See list of the current fleets (SAM and MHX) in Appendix B.

Special Note: MHX vehicles operate with a mounted ski box during winter months and pull a bike trailer in summer months.

**Bus Storage and Operating Facilities**

County and City are currently in a cooperative agreement that allows the County to provide services out of the same operating facility and the County currently contracts directly with the City for those services. Operating facilities, including office space, are anticipated to continue to be shared under the agreement between the County and City. Rents are paid directly by the County.

**Back-up Vehicle**

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

**4.4 Schedule**

RFP issued:	February 24, 2020
Optional Pre-proposal conference:	March 11, 2020
Additional question period deadline	March 18, 2020 1:00 pm

Proposals Due:	March 25, 202
Interviews:	March 31, 2020
Notice of Intent to Award:	April 6, 2020
Protest period ends:	April 13, 2020
Recommendation to Sandy City Council:	April 20, 2020
Service Contract begins:	May 25, 2020

Appendix A

**Employee Wage Scale**

<b>ID</b>	<b>Title</b>	<b>Longevity (in years)</b>	<b>2020 Wage</b>	<b>Vacation (Weeks)</b>	<b>In lieu of insurance</b>
1	Driver CDL/Mechanic	17	\$22.59	4	\$400
2	Driver – CDL (part-time)	8	\$23.72	NA	NA
3	Driver - CDL	7	\$21.41	3	\$400
4	Driver - CDL	7	\$22.59	3	\$400
5	Driver - CDL	6	\$21.41	3	\$400
6	Driver - CDL	5	\$20.28	2	\$400
7	Driver - CDL	5	\$20.28	2	\$400
8	Driver - CDL	3	\$20.28	2	\$400
9	Driver - CDL	3	\$19.20	2	\$400
10	Driver – CDL (part-time)	2	\$19.20	NA	NA
11	Driver - CDL	2	\$20.28	1	\$400
12	Driver - CDL	<1	\$19.20	1	\$400
13	Driver - ED	<1	\$17.86	1	\$400
14	Driver - CDL	<1	\$20.28	1	\$400
15	Driver – CDL (part-time/on call)	1	\$19.51	NA	NA
16	Driver - CDL	<1	\$18.17	1	\$400
17	Driver - CDL	<1	\$17.20	1	\$400
18	Driver - CDL	<1	\$ 17.20	1	\$400
19	Driver – CDL	<1	\$18.17	1	\$400
20	Driver – CDL	<1	\$18.17	1	\$400
21	Driver - CDL	<1	\$18.17	1	\$400

22	Interim Ops Manager/ Fleet Manager	7	\$26.83	3	\$400
23	Dispatch	14	\$22.59	4	\$400
24	Dispatch/Trainer	5	\$20.28	2	\$400

Appendix B

**COST PROPOSAL CITY OF SANDY**

Service Description	Approx. Service Hours per year	Total contract cost, per revenue hour: The hourly cost should reflect all fixed and variable costs involved in providing service.		Total Annual Cost per Service (cost/hour x revenue hours)	
		Year 1	Year 2	Year 1	Year 2
<b>Fixed/Commuter Route SAM-Gresham</b>	9370				
<b>Deviated Commuter Route SAM-Estacada</b>	1570				
<b>Deviated Fixed Route SAM Shopper</b>	1300				
<b>Demand-Response SAM rides</b>	4325				
<b>Non-Emergency Medical (Elderly and Disabled)</b>	3000				
<b>Total Operation Contract Cost/Year</b>	19565				

**COST PROPOSAL CLACKAMAS COUNTY**

Service Descriptions	Approx Service Hours	Total Contract Cost, per revenue hour: The hourly rate reflects all fixed and variable costs involved in providing service		Total Annual Cost per Service (cost/hour x revenue)	
		Year 1	Year 2	Year 1	Year 2
<b>Express Service (including added winter service)</b>	7800				
<b>Villages Shuttle</b>	1800				
<b>Total Operation Contract Cost/Year</b>	9600				

Appendix C

SAM VEHICLES				
Vehicle #	Year	Make	Model	Route
1	2017	HOMETOWN	TROLLEY	SHOPPER
15	2006	FORD	ESCAPE HYBRID SUV	FIELD SVC
20	2011	GILLIG	35' LF	SAM GRESHAM
21	2013	FREIGHTLINER	DEFENDER 2	SAM ESTACADA
23	2020	MV1	MOBILITY VENTURES	ED
25	2016	MV1	MOBILITY VENTURES	ED
26	2017	GILLIG	35' LF	SAM GRESHAM
27	2019	FORD E450	CHAMPION LF	<i>SAM rides</i>
28	2019	FORD E450	CHAMPION LF	<i>SAM rides</i>
29	2020	HOMETOWN	TROLLEY	SAM ESTACADA
30	2020	GILLIG	35' LF	SAM GRESHAM
31	2020	GILLIG	35' LF	SAM GRESHAM

MHX VEHICLES				
Vehicle #	Year	Make	Model	Route
929	2016	FORD	STARCRAFT	Village Shuttle
902	2009	FORD	SENATOR	Village Shuttle
919	2016	FREIGHTLINER	DEFENDER	Express
925	2015	FREIGHTLINER	DEFENDER	Express
926	2015	FREIGHTLINER	DEFENDER	Express
962	2020	FREIGHTLINER	DEFENDER	Express
963	2020	FREIGHTLINER	DEFENDER	Express
964	2020	FREIGHTLINER	DEFENDER	Express

## Appendix D

### **CONTRACTOR INSURANCE REQUIREMENTS**

#### **GENERAL**

Contractor shall obtain and provide, for Contractor's performance under this agreement i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the City of Sandy and/or Clackamas County. Contractor shall not commence work under this Agreement, and shall not authorize work to begin until the insurance is in full force. Thereafter, Contractor shall monitor continued compliance with the insurance requirements on an annual or more frequent basis.

Contractor may be self-insured as long as the amount of insurance are equal to the amounts listed below. Contractor shall comply with any requirements of the City of Sandy and/or Clackamas County with respect to these insurance requirements, including but not limited to the City of Sandy and/or Clackamas County issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

#### **TYPES AND AMOUNTS**

**WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the City of Sandy and/or Clackamas County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the City of Sandy and/or Clackamas County:

Bodily Injury, Death and Property Damage:

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

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

**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 as determined by ODOT:

**Bodily Injury, Death and Property Damage:**

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

### **ADDITIONAL INSURED**

The Commercial General Liability Insurance and Automobile Liability insurance must include the City of Sandy and Clackamas County, and its respective officers, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

### **"TAIL" COVERAGE**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for the Contractor, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Contractor's completion and the City of Sandy and/or Clackamas County's acceptance of all services required under this Agreement, and the subcontractors completion and Contractors acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Contractor and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Contractor or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor or subcontractor may request and the City of Sandy and/or Clackamas County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If the City of Sandy and/or Clackamas County approval is granted, the Contractor or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

### **NOTICE OF CANCELLATION OR CHANGE**

The Contractor or its insurer must provide 30 days' written notice to the City of Sandy and/or Clackamas County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **CERTIFICATE(S) OF INSURANCE**



Contractor shall submit to the City of Sandy and/or Clackamas County a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. 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 Grantee is self-insured for no less than the amounts required by applicable law.

## Appendix E

### Federal Transit Administration Requirements

#### 1. ENERGY CONSERVATION REQUIREMENTS

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

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

**Flow down Requirements:** The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

#### 2. LOBBYING

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

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

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

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

award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to North County Transit District (NCTD).

### **3. ACCESS TO RECORDS AND REPORTS**

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

**Applicability to Contracts:** Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section. Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

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

(1) The Contractor agrees to provide NCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

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

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

#### **4. FEDERAL CHANGES**

##### **49 CFR Part 18**

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

**Flow down Requirements:** The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NCTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **5. RECYCLED PRODUCTS**

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

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

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

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

##### **29 CFR Part 5**

##### **40 U.S.C. 3701 et seq.**

##### **40 U.S.C. 3702**

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

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

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

**(1) Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

## 7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicability to Contracts:** Applicable to all contracts.

**Flow down Requirements:** This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **No Obligation by the Federal Government.**

(1) NCTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any

obligations or liabilities to NCTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

## **8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31**

**18 U.S.C. 1001**

**49 U.S.C. 5307**

**Applicability to Contracts:** These requirements are applicable to all contracts.

**Flow down Requirements:** These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements. Program Fraud and False or Fraudulent Statements or Related Acts

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

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

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

## 9. TERMINATION

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

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

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

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

**Background and Applicability:** In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, sub-contractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). These provisions apply to all NCTD contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

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

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

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

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

The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to NCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

## 11. PRIVACY ACT

### 5 U.S.C. 552

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

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

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

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

## 12. CIVIL RIGHTS REQUIREMENTS

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



- (1) The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
- i.** 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135
  - ii.** 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996
  - iii.** 49 U.S.C. § 5325 (k).
  - iv.** Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
- (2) The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.
- (3) The following requirements apply to a contract awarded as a result of this solicitation:
- i.** Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.
  - ii.** Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
    - a.** Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42

U.S.C. § 2000e, and, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

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

**c. Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (4) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **13. ADA ACCESS REQUIREMENTS**

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

**Applicability to Contracts:** The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the

basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **14. PATENT AND RIGHTS IN DATA**

##### **37 CFR Part 401 49 CFR Parts 18 and 19**

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

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

#### **CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)****49 CFR Part 26****Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)**

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

(2) DBE Requirements/DBE Obligation:

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

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

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

**iv.** The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**v.** MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT

regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". As NCTD is required to have a DBE program, the third-party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

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

(4) DBE Reporting and Certification

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

(5) DBE Contract Assurance (49 CFR 26.13)

- i.** NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii.** The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

(6) DBE Prompt Payment (49 CFR 26.29)

**i.** Not later than ten (10) days after receipt of each progress payment from NCTD, the successful Bidder shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Bidder for work performed by the sub-Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Bidder receipt of released retention from NCTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by NCTD, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.

**ii.** Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

(7) DBE Breach of Contract

**i.** Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by NCTD or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).

(8) Civil Rights Policy Statements

**i.** NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf>

**ii.** NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf>

**iii.** NCTD's EEO Policy Statement for its EEO program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf>



## **16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1F**

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

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

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

#### SECTION 5 Attachments

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

*Attachments G - informational only.*

**SECTION V**

**ATTACHMENTS**

**Attachment A  
City of Sandy SAM  
COST PROPOSAL**

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

A. Fixed Route and Commuter Service \$\_\_\_\_\_

B. Paratransit – Special Need Services \$\_\_\_\_\_

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

Total cost per year \$\_\_\_\_\_.

**Clackamas County MHX  
COST PROPOSAL**

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

C. Fixed Route and Commuter Service \$\_\_\_\_\_

Cost per revenue hour \$\_\_\_\_\_ based on 9600 annual revenue hours.

Total cost per year \$\_\_\_\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name, Title of Authorized Official  
(print or type)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**Attachment B**

**DBE CERTIFICATION**

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, attach copy of current certification letter.

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

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(Typed or Printed)

Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney's Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Official)

\_\_\_\_\_  
(Date)

OR

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney's Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Representative)

\_\_\_\_\_  
(Date)

Attachment(s) [If required]

**Attachment D**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

**NON-COLLUSION AFFIDAVIT**

**SIGN HERE**

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

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

**Attachment E**

**CERTIFICATION REGARDING LOBBYING**

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official (print or type)

Date \_\_\_\_\_

**Attachment F**

**DRUG & ALCOHOL TEST POLICY CERTIFICATION**

(PROVIDE COPY OF CERTIFICATION)

**Attachment G**

**SAMPLE CONTRACT**

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

CONTRACTOR

16610 Champion Way  
Sandy, Oregon 97055  
503.489.0925

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

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