REQUEST FOR PROPOSALS (RFP)

For

Transportation Services

Date of Issuance: January 3, 2023

Proposal Due Date & Time: February 16, 2023 - 3:00 P.M. Pacific Time

Proposals must be delivered at the physical address below
on or before the Proposal Due Date & Time:

South Clackamas Transportation District (SCTD)
Attn: District Manager
807 E Main St
Molalla, OR 97038
503-829-7000

Project Manager: Mike Strauch
Email: mstrauch@sctd.org

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SECTION 1: INVITATION

1.1 – Overview

The South Clackamas Transportation District (SCTD, the District) requests proposals from qualified firms interested in providing Transportation Services to the District. To be considered, an interested party must submit a Proposal in accordance with the requirements set forth in this Request for Proposals (RFP).

Only qualified firms with a minimum of five (5) years of verifiable experience in providing similar services will be considered. The selected Contractor will provide, pay, and be responsible for all personnel, material, equipment, utilities, required training, and other goods or services necessary to operate the District's fleet of public transit vehicles as described in the attached Personal Services Agreement, Scope of Work, and Federal Contract Requirements.

1.2 – General Instructions

Proposals shall be submitted by no later than the specified Proposal Due Date and Time and shall be submitted as described in Section 3.1 of this RFP.

For additional information regarding this RFP, Proposers may contact the Project Manager: Mike Strauch, District Manager, at mstrauch@sctd.org. Proposers shall notify the District Manager of their interest in the project to obtain addenda and other pertinent notifications.

SECTION 2: BACKGROUND, SCHEDULE & MEETINGS

2.1 – Background

The South Clackamas Transportation District ("SCTD", or "District") is a special service district formed by the Clackamas County Board of Commissioners in 1989. The District provides intra-city public bus service in Molalla, Oregon and connecting service to Canby and Clackamas Community College in Oregon City, Oregon.

2.2 – Issuing Office

This RFP is issued by the South Clackamas Transportation District. The District's Project Manager for this work is: Mike Strauch, District Manager, at mstrauch@sctd.org, 807 E. Main Street, Molalla, OR 97038.

2.3 – RFP Schedule

The following schedule for this solicitation is subject to revision.

Activity or Milestone	Date	Time
Issuance of RFP	January 3, 2023	
Optional Pre-Proposal Meeting	January 16, 2023	1:00 P.M.
Deadline for Proposers to Submit Questions	February 2, 2023	5:00 P.M.
Deadline for Pre-Proposal Protests	February 2, 2023	
Proposal Due Date and Time	February 16, 2023	3:00 P.M.
Proposal Opening	February 16, 2023	3:30 P.M.
Interviews, if needed	March 9, 2023	
SCTD Board Consideration of Proposal Evaluation Committee's Recommendation	March 23, 2023	7:00 P.M.
Issuance of Notice of Intent to Award (approx.)	March 24, 2023	
Deadline for Pre-Award Protests	Five (5) business days after Notice of Intent to Award	
SCTD Board Consideration of Agreement	April 27, 2023	
Anticipated Contract Start / Service Begins	July 1, 2023	

2.4 – Public Notice

Public notice of this RFP has been published in the following newspapers of general circulation:

- Portland Daily Journal of Commerce, http://djcoregon.com/
- Portland Business Tribune, http://www.pamplinmedia.com/business-tribune

This RFP and attachments are available for download at: https://www.sdao.com/requests-for-proposals.

RFP documents will not be mailed to prospective Proposers.

2.5 – Pre-Proposal Meeting & Meetings with District Staff

An optional pre-proposal meeting will be held on **January 16, 2023** at **1:00 P.M.** at the District Office, 9801 E Main St, Molalla, Oregon. The pre-proposal meeting is intended to allow proposers an opportunity to ask questions about the RFP and the scope of services, and to tour the District's facilities. Any statements made by the District during the pre-proposal meeting are not binding on the District unless confirmed in writing via an addendum.

In addition, each Proposal team may request one (1) meeting with District representatives. The meeting shall be scheduled through the District's Project Manager and must occur no later than fourteen (14) calendar days prior to the Proposal Due Date. Time allotted for this meeting is one

(1.0) hour for each team. All other contact with District representatives, including Board members, staff, contractors, and contractors' employees, is prohibited and project specific questions shall be submitted via email.

2.6 – Opening

After the Proposal Due Date, proposals will be opened and recorded at the time specified in the RFP Schedule. The number of proposals received and/or contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed (if required), and the notice of Intent to Award is issued.

SECTION 3: INSTRUCTIONS TO PROPOSERS

3.1 – Proposal Submission

Proposers shall submit to the District seven (7) printed copies of their Proposal and one (1) digital copy as a single PDF file on a USB drive. **Proposals must be received no later than 3:00 P.M. Pacific Time on February 16, 2023.**

Proposals may be delivered through either mail or parcel carrier, or in person. Proposals sent by e-mail or facsimile will not be accepted.

Proposals shall be submitted in a sealed envelope and addressed as follows:

> Mike Strauch, District Manager
> Proposal for Transportation Services
> South Clackamas Transportation District
> 807 E. Main Street
> Molalla, OR 97038

It shall be the Proposer's responsibility to confirm District receipt of the Proposal.

The District may reject any Proposal not in compliance with this RFP and requirements of other applicable laws. The District may reject any or all Proposals in whole or in part at no cost to the District when the rejection or cancellation is in the best interest of the District.

3.2 – Changes to the Solicitation by Addenda

The District reserves the right to make changes to this RFP by written addendum. Proposers shall notify the District Manager of their interest in the project to obtain addenda and other pertinent notifications. Addenda shall be issued via email to all prospective Proposers known to the District

to have expressed interest in the project. Any addenda shall have the same binding effect as though contained in the main body of this RFP. Verbal instructions or information concerning the scope of work of the project given out by District managers, employees, or agents shall not bind the District.

Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued. The Proposer shall acknowledge receipt of all Addenda by completing and submitting the Proposer Certifications and Representations form, included as Appendix D of this RFP.

3.3 – Confidentiality

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the RFP for which Proposer requests exception from disclosure consistent with Oregon Law. All requests for exceptions from public disclosure shall be in writing, noting specifically which portion of the Proposal the Proposer requests to be exempt from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of their Proposal. To facilitate public inspection of non-confidential portions of the Proposals, all confidential material shall be clearly marked and the word "Confidential" shall be stamped in red on the pages that apply. Proposer shall not mark the entire Proposal "Confidential."

3.4 – Cancellation

The District reserves the right to cancel award of a contract resulting from this solicitation at any time before execution of the contract by both parties if cancellation is deemed to be in the District's best interest. In no event shall the District have any liability for the cancellation of award.

3.5 – Late Submittals

All Proposals that are not received by the Proposal Due Date and Time stated in this RFP will be considered late and will be not accepted. Proposals postmarked before the deadline but received after the deadline will be considered late and will be not accepted. Delivery delays for any reason do not excuse the Proposer's responsibility for submitting the Proposal by the stated deadline.

3.6 – Disputes

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the District shall be final and binding upon all parties.

3.7 – Proposer's Representations

Proposers, by the act of submitting their Proposal, represent that:

a. They have read and understand this Request for Proposals, including any issued addendum, and their Proposal is made in accordance therewith;
b. They have familiarized themselves with the local conditions under which the work will be performed; and
c. Their Proposal is based upon the requirements described in this RFP without exception.

3.8 – Proposer Requests for Information and Interpretation of RFP Documents

Requests for information regarding District services, programs, personnel, clarification or interpretation of the RFP, or any other questions shall be submitted in writing via email directly to the Project Manager at the address listed in Section 2.2 of this RFP. All requests must be received by the Deadline for Proposers to Submit Questions identified in the Schedule. Answers shall be provided to all Proposers of record on the date that answers are available.

The District shall make any interpretations, corrections, or changes of the RFP in writing by published addenda. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, or changes.

In the event of a difference of opinion between the District and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the District shall be final and binding upon all parties.

3.9 – Complaints and Inequities

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and submitted as described in Section 6.6 of this RFP. Such submittals will be reviewed upon receipt and will be answered in writing.

3.10 – Cost of Proposals and Associated Responses

The District is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a Proposal. The District is not liable for any cost incurred by a Proposer in protesting the District's selection decision and contract award.

3.11 – District Requests for Clarification, Additional Research & Revisions

The District reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer

to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The District may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The District need not to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The District may perform, at its sole option, investigations of a Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity, and related history, and contacting references. All such documents, if requested by the District, become part of the public records, and may be disclosed accordingly.

The District reserves the right to request revisions or clarifications of Proposals after their submission and before a final award.

3.12 – Rejection of Proposals

The District reserves the right to reject any or all Proposals received in response to this RFP. Proposals may be rejected for the following reasons, including but not limited to:

a. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
b. Failure of the Proposer to submit a Proposal in the format and with the content specified herein.
c. Failure of the Proposer to submit a Proposal within the time requirements established herein.
d. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the solicitation and contracting process.

The District may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject any or all Proposals if the District determines that it is in the public interest to do so.

3.13 – Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer for sixty (60) calendar days following the Proposal Due Date and Time. Proposals submitted before the Proposal Due Date may be modified or withdrawn only by written notice to the District. Such notice of modification or withdrawal of a Proposal shall be submitted in writing over the signature of the Proposer and shall be submitted prior to the Proposal Due Date and Time and shall be submitted to the District's Project Manager at the Proposal submittal location. All such communication shall be so worded as not to reveal any material contents of the original Proposal.

Withdrawn or modified Proposals may be resubmitted up to the Proposal Due Date and Time if they are then fully in conformance with this RFP.

3.14 – Proposal Ownership

All Proposals submitted become and remain the property of the District and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Unless certain pages or specific information are specifically marked "confidential" and qualify as such within the context of the regulations stated in the preceding paragraph, the District shall make available to any person requesting information through the District processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after a Notice of Intent to Award has been issued by the District.

3.15 – Affirmative Action / Nondiscrimination

By submitting a Proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a Proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts.

3.16 – Code of Ethics and Conflicts of Interest

The District maintains written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with Federal grant management rules (2 CFR § 200.318(c)(1)). These policies address personal conflicts of interests, gifts, and violations.

These policies shall apply to SCTD employees involved in procurement. It is a breach of ethical standards for any SCTD employee to participate directly or indirectly in a procurement when the employee knows:

- the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- a business of organization in which the employee, or any members of the employee's immediate family, has a financial interest pertaining to the procurement; or
- any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

In addition, any persons acting as members of an evaluation committee for any procurement

shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of any evaluation committee, the Governing Board, or other SCTD employees other than the designated procurement officer.

SECTION 4: REQUESTED SERVICES

4.1 – General Information

The South Clackamas Transportation District currently provides public transit service in a portion of south Clackamas County, Oregon. The District operates three routes serving the City of Molalla, Clackamas Community College, and the City of Canby. The transportation services contractor will operate District-owned equipment on these routes, will store said equipment in a District owned facility or as otherwise designated and approved by the District, and will coordinate equipment maintenance performed by the District's maintenance contractors, including delivery and pickup of District equipment at the maintenance contractors' facilities. All Transportation Services shall be furnished as specified in the attached Scope of Work, included as Appendix B to this RFP.

Only qualified firms with a minimum of five (5) years of verifiable experience in providing similar services will be considered.

4.2 – Proposer Qualifications and Requirements

The Proposer shall have a proven history of providing high-quality services, reliably meeting routine service and schedule requirements, providing professional customer service, effectively collaborating with contracting agencies to achieve efficient and economic service, adhering to budgets, and complying with applicable regulations. The Proposal should demonstrate a coordinated approach to operation of transportation services, and show how efficiencies could be gained through planning, coordination, and collaboration with the District. The District will verify these requirements by communication with the Proposer's clients and references.

The Proposer's project team shall be available for the duration of the project. Upon execution of the Professional Services Agreement, key personnel and subconsultants assigned to the project cannot be changed without written approval of the District.

Proposers shall have all required licenses and certifications required to perform the work. The selected Proposer, at Proposer's sole costs and expense for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance coverage as established in the final

professional services agreement.

All services must meet the requirement of the Americans with Disabilities Act (ADA) of 1990 and its amendments. The Contractor must also meet any new requirements that are added during the period of the Contract. It shall be the full responsibility of the Contractor to monitor all Federal, State, County, and City laws involving Transit Service and make necessary changes should these laws change during the term of the Contract.

4.3 – Personal Services Agreement - Contract

Services shall be furnished under a personal services agreement (contract) between the District and Contractor. The District's proposed Personal Services Agreement is included in Appendix A to this RFP, attached hereto and incorporated by reference.

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms as the District Personal Services Agreement. Any exceptions or proposed modifications to the terms of the District agreement shall be identified in the Proposal as specified in Section 5.1 of this RFP. This RFP, the contractor's Proposal, and all supplemental information in response to this RFP will be binding parts of the final agreement.

4.4 – Scope of Work

The Scope of Work for the requested services is identified in Appendix B to this RFP, attached hereto and incorporated by reference.

4.5 – Federal Transit Administration Requirements

Services provided under the proposed contract will be funded, in whole or in part, by grant funds provided by the Federal Transit Administration (FTA). All services provided under this agreement shall comply with the Federal Transit Administration Requirements included in Appendix C to this RFP, attached hereto and incorporated by reference.

4.6 – Oregon Department of Transportation Requirements

Services provided under the proposed contract will be funded, in whole or in part, by grant funds provided by the Oregon Department of Transportation (ODOT) under Keep Oregon Moving (HB 2017). HB 2017 provides State Transportation Improvement Funds (STIF) for transit providers in Oregon. This procurement and contract shall be governed by applicable state and federal laws and regulations relating to third-party contracts.

4.7 – Insurance

The Contractor shall 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 not limited to, as an Additional Insured the SCTD, 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 policy or policies of insurance maintained by the Contractor shall provide at least the limits and coverages as specified in the District Personal Services Agreement. Other additionally insured Certificates may be required, including but not limited to the Oregon Department of Transportation, Federal Transit Administration and TriMet.

4.8 – Additional Requirements

The Contractor will be required to comply with the following additional requirements:

- The Contractor shall obtain written permission from the District for the use of any subcontractor that will be used in conjunction with the Contract.

- The Contract shall not be sublet except with written consent of the District. No such consent shall be construed as making the District a party to such subcontract, nor subjecting the District to liability of any kind of to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under the Contract, and all transactions with the District must be through Contractor.

- There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties, or responsibilities under the Contract without prior written approval of the District.

- No custom material produced in whole or in part under the Contract shall be subject to copyright or patent in the United States or in any country. The District and the FTA shall have the authority to publish, disclose, distribute, and otherwise use, in whole or in part, any custom materials prepared under the Contract.

- Any and all information regarding any individual person served by the District is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and the District.

- All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

- The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits – OSHA, DOT, EPA) for the provision of transportation services. As provided in the Contract, Contractor shall be bound by the terms and conditions of applicable Federal regulations as supplementary provisions of the Contract, as are imposed on the District for the proper administration of the Contract and under Federal funding requirements.

- The Contractor shall at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, and the American with Disabilities Acts, laws, and regulations as may be as amended.

- The Contractor shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any rider or patron because of race, religion, gender, sexual orientation, gender identity disability, age, national origin, ethnicity, ancestry, or any other protected class.

- The Contractor shall notify the District immediately of any discrimination complaints.

- The Contractor shall conform, at its sole cost and expense, to any final orders issued by any State or Federal Agency with jurisdiction to correct Contractor discrimination in employment and/or ridership and shall fully save harmless and indemnify the District in this regard.

- The Contractor shall obtain, at its sole cost and expense, any and all permits, licenses, certificates or entitlements to operate as are now or hereafter required by any Agency specifically including the Oregon Department of Transportation (ODOT) and local building, planning and business license departments to enable Contractor to perform the Contract. Contractor shall provide copies of all such entitlement to the District when received by Contractor. Contractor is liable for any and all taxes due as a result of the Contract.

- The District may change the number of hours and routes. At no additional cost to the District, the Contractor shall assist the District in the evaluation of existing routes and services and shall provide input into development of updated schedules and route maps, as requested by the District. If proposed route, schedule and/or service changes result in more than a 15% increase or decrease in the planned services, contract costs will be negotiated to adjust for the financial impacts to the District and Contractor.

- The lack of budgeted funds may result in modification of services and/or this Contract. The District may cancel or reduce the amount of service to be rendered if such action is in the District's best interests or there is a lack of funding available for

said service.

- 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 the District 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.

- No member of or delegate to the Congress of the United States or other elected local, State or Federal official or employee of the District will be admitted to any share or part of the Contract or to any benefit arising therefrom.

- The District 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.

- The Contractor will supply on request any necessary information to complete grant requests and reporting requirements prepared by the District.

SECTION 5: PROPOSAL FORMAT & CONTENT

5.1 – Proposal Format

Proposals shall generally conform to the following requirements:

1. Proposals should be prepared simply and economically. Emphasis should be on completeness, efficiency, and clarity of content. Brevity is encouraged.
2. Proposals must be printed on letter-sized (8.5” x 11”) paper, with margins of at least ½” on all sides. Font size can be no smaller than 11.
3. The maximum total number of pages in the proposal shall not exceed fifteen (15) pages if printed single-sided. Pages that are formatted for 11x17 inch paper, such as oversized illustrations and maps, will count as two (2) pages. Unless otherwise specified herein, allocation of the number of pages within the sections of the Proposal are at the Proposer’s discretion.
4. Front and back covers, and tabs and/or dividers which include only the proposal section name shall not count against total page limit.

5. Proposal content that will not count against the total page limit includes: Introductory Letter (maximum two pages), Exceptions and Requested Modifications to District Agreement, Proposer Certifications and Representations form, Responsibility Inquiry form, and Appendices (resumes should not exceed two pages per team member).

5.2 – Proposal Content

Proposals shall include the following elements. Proposals that fail to meet these requirements may be deemed non-responsive.

1. Introductory Letter. This letter should:
   a. Be addressed to Mike Strauch, District Manager, South Clackamas Transportation District, and shall be signed by an officer of the firm authorized to bind the firm to all statements made in the Proposal. Provide contact information, including telephone number(s), e-mail address(es), and physical address(es) to which correspondence should be addressed.
   b. Acknowledge the Proposer accepts all terms and conditions contained in the RFP and supporting documents or specifically identifies any and all exceptions.
   c. Name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.
   d. Confirm applicable licensure, including applicable subconsultants, to provide the proposed services.
   e. Confirm the Proposer's ability to start routine transportation service on July 1, 2023 with no down-time or interruption in the District's existing services.

2. Qualifications of Proposer. This section should identify the capabilities and resources of the Proposer's firm to furnish the requested services. The Proposer should provide:
   a. Proposer's areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the Proposer. Provide the same information for any subconsultants to be utilized on the project.
   b. Lines of authority and responsibility, Proposer's approach managing projects to achieve intended goals and processes to identify and respond to problems and changes in scope, schedule, or budget. Describe the processes and resources to be used to manage the services and achieve the District's service objectives.
   c. Existing contract obligations for contracted transportation services.
   d. Overview of Proposer's capabilities and experience related to:
      - Transit operations
      - Transit route planning and management
      - Budgeting and financial planning
      - Fleet equipment maintenance planning and coordination
      - Financial management, budgeting, and reporting

3. Qualifications of Proposer's Team. This section should identify the capabilities,

experience, and qualifications of the Proposer's team members. Identify the Proposer's Project Manager or Principal, Transit Operations Manager, and other key staff, and extent of their involvement if selected for this project, including key staff from subconsultants. The following should be included in this section:

a. Team members' individual roles, responsibilities, credentials, and related experience that will allow the District to evaluate the qualifications of the individuals proposed for this work. Describe team members' qualifications and experience on similar assignments.
b. An organizational chart under which the Proposer's team will provide the requested services to the District, if selected.
c. Individual team members' availability as a percentage of time that can be dedicated to this contract.
d. Resumes of key team members shall be included as an appendix to the Proposal and shall generally be limited to two pages per team member.

4. Past Performance. This section should identify the Proposer's capabilities and past performance history related to:
   a. Regulatory compliance and regulatory reporting
   b. Workplace safety, vehicle accidents, and insurance claims
   c. Customer service complaints, recognition, and awards
   d. Examples of coordination and collaboration with contract managing agency to enhance efficiency, effectiveness, safety, and customer service

5. Approach. This section should identify the Proposer's proposed approach to the following responsibilities associated with this contract:
   a. Approach and schedule for contract start-up and transition to assure no interruption in the District's existing services
   b. Approach to maintain adequate staffing to provide the proposed services, including anticipated driver recruitment and retention plan
   c. Approach to driver training, safety, and security programs
   d. Approach to ensuring high-quality customer service and providing services responsive to the needs of all customers
   e. Approach to responding to accidents and emergency incidents

6. References. Provide reference contracts, including a minimum of three (3) contracts or a minimum of one (1) contract with a contract duration, including renewals and extensions, of 10 years or more that are similar in scope, scale, and complexity to the proposed project. Reference projects must include transportation services and/or transit operations. For each reference, include the client's name, description of services, duration, start and end date, and contract value. List any individuals in the proposed Project Team who participated in each reference contracts. Provide the name, address, phone number and email address of a person who can be contacted regarding your performance for the referenced contracts.

7. Cost Proposal. Provide a cost proposal consisting of a proposed Hourly Rate for each hour the Contractor provides scheduled transportation services using a District vehicle. The proposed Hourly Rate shall be in effect for the first year of transportation services, from July 1, 2023 through June 30, 2024.

   The proposed Hourly Rate shall include all costs for work specified in the Scope of Work for which compensation will be requested including but not limited to equipment operation, supervision and management, insurance, contract start-up costs, contractor transition costs, fees, operator training, equipment maintenance coordination, reporting, and regulatory compliance. No additional compensation other than the established Hourly Rate charges shall be made to the Contractor.

   Cost proposals will be evaluated based on the proposed Hourly Rate. The proposer with the lowest proposed Hourly Rate will receive the highest score for the Cost criterion during the proposal evaluation process.

8. Exceptions and Requested Modifications to District Agreement. The Proposer shall review the District Personal Services Agreement included as Appendix A to this RFP. The Proposer shall identify any exceptions and requested modifications for consideration by the District if the Proposer's firm is selected. The District may elect to negotiate modifications to the proposed agreement at the sole discretion of the District. Exceptions and Requested Modifications to the District Personal Services Agreement will not count against the total page limit.

9. Proposer Certifications and Representations. Complete and submit Proposer Certifications and Representations form, attached as Appendix D to this RFP. Proposer Certifications and Representations form will not count against the total page limit.

10. Responsibility Inquiry. Complete and submit Responsibility Inquiry form, attached as Appendix E to this RFP. Responsibility Inquiry form will not count against the total page limit.

SECTION 6: PROPOSAL EVALUATION AND SELECTION

6.1 – General Information

Each Proposal will be judged on its completeness and quality of content based on evaluation criteria identified below. Upon completion of the evaluation process, the District intends to negotiate a final scope of work, fee, and contract with the Proposer whose Proposal is deemed to be most advantageous to the District. The District reserves the right to contact references as part

of the decision-making process and prior to making a final selection.

6.2 – Proposal Evaluation Committee

The District's Proposal Evaluation Committee may be comprised of representatives of the District and independent advisers to help review the Proposals. The role of the Proposal Evaluation Committee is to evaluate responsive Proposals that have been received, attend interviews with Proposers if needed, and make a recommendation of award to the District's Board of Directors.

6.3 – Proposal Evaluation

6.3.1 – Responsiveness and Responsibility Determination

6.3.1.1 – Responsiveness Determination

A Proposal received prior to the Proposal Due Date will be reviewed by the Project Manager to determine if it is responsive to all RFP requirements. If the Proposal is unclear, the District reserves the right to request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-responsive proposal. If the Project Manager finds the Proposal non-responsive, the Proposal shall be rejected; provided, however, the District may waive minor informalities and/or mistakes in accordance with OAR 137-047-0470.

6.3.1.2 – Responsibility Determination

The District will determine if an apparent successful Proposer is responsible prior to award and execution of the Contract. At any time prior to award, the District shall reject a Proposer found not responsible.

6.3.2 – Evaluation Criteria

All Proposals initially deemed responsive by the Project Manager will be provided to the Proposal Evaluation Committee and will be scored based on the criteria and maximum scores specified below. If required, interviews will be scored, and interview scores added to the Proposal evaluation scores.

Evaluation Criterion	Maximum Score
Qualifications of Proposer	15
Qualifications of Proposer's Team	10
Past Performance	10
Approach	10
References	5
Cost	50
Subtotal: Maximum Proposal Score	**100**
Interview, if needed	20
Total: Maximum Total Score	**120**

6.4 – Optional Interviews

The District anticipates making an award based on Proposals, without interviews. However, at the District's option, interviews may be conducted with one or more Proposers after Proposals have been evaluated. If required, interviews will be scheduled and arranged by the District.

6.5 – Selection and Award

The District will enter into negotiations with the highest ranked Proposer. If a contract with the highest ranked Proposer cannot be reached, the District reserves the right to commence negotiations with the second highest ranked Proposer. The District reserves the right to negotiate individually with one or more firms, to negotiate a contract using best and final offers, to select one or more firms, or reject all Proposals and cancel the solicitation if determined to be in the best interest of the District.

6.6 – Protest Procedure

6.6.1 – Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall

be subject to judicial review as set forth by FTA below.

Procurement Officer: Mike Strauch
District Manager
South Clackamas Transportation District
807 E. Main Street
Molalla, OR 97038

6.6.2 – Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by SCTD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bid/proposal evaluation and award process, SCTD's failure to have or follow its protest procedures, or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified above not later than five (5) business days after the Recommendation for Contract Award announcement by SCTD.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SCTD shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by ODOT as specified below.

6.6.3 – Requirements for Protests

All protests must be submitted to SCTD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by SCTD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address specified above.

6.6.4 – Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SCTD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SCTD response to the protest and SCTD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.6.5 – Review of Protests by ODOT

All protests involving contracts financed with Federal assistance shall be disclosed to ODOT. Protesters shall exhaust all administrative remedies with SCTD prior to pursuing protests with ODOT. ODOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to ODOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of SCTD final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to ODOT.

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Appendix A

District Personal Services Agreement

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PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered this ___ day of _____, 2023 by and between the South Clackamas Transportation District ("District"), an Oregon special district, duly organized and existing under ORS 267.510 to 267.650, and _____, a/an _____ ("Contractor").

RECITALS

A. The District is in need of personal services for the operation of the District's public transportation vehicles for the transport of passengers.

B. The District issued a competitive Request for Proposal ("RFP") dated _____ seeking proposals from interested contractors.

C. The Contractor submitted a responsive proposal dated _____ substantially complying with the District's RFP offering to provide the District with the transportation services ("Proposal").

D. The District deemed the Contractor to be qualified and responsible and determined Contractor's Proposal to be the most advantageous to the District based on the stated evaluation process and factors.

E. The purpose of this Agreement is to establish the terms and conditions pursuant to which Contractor will provide the transportation services to the District.

AGREEMENT

1. Engagement. The District hereby engages Contractor to provide transportation services (the "Services"), and the Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone: (___) ___-_____, email: _____.

2. Scope of Work. The duties and responsibilities of the Contractor shall be described in Exhibit A, attached hereto and incorporated herein by reference.

3. Term. This Agreement shall commence at 12:01 a.m. on July 1, 2023, and shall terminated June 30, 2028 (the "Initial Term") unless earlier terminated according to the provisions herein. District reserves the exclusive right to extend the Agreement for a period of two (2) terms, in three (3) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended terms shall be agreed to by the parties.

4. Compensation. The terms of compensation for the Initial Term shall be as provided in

Exhibit B.

The Contractor's fee for services and goods is meant to be all inclusive and covers all wages, taxes, insurance, assessments, contractor's fee, and any other charges arising from Contractor's operation of the District's public transit vehicles. As the employer of the personnel, the Contractor will be responsible for the resolution of any labor or other personnel dispute(s) arising from any of the operations covered by this Contract. However, the fee should not include consideration of fuel costs or regularly scheduled and preventative maintenance costs as these two items are to be separately contracted for by the District.

The hours of operation and routes will be set by the District. The District shall provide as much advance notice as possible of any change in hours or routes. In the event of any reduction in hours or termination of service, Contractor shall be entitled only to payment for hours that District bus services are provided consistent with the District's hours of operation for the routes.

5. Assignment and Delegation. Contractor shall not subcontract or assign any of its rights or delegate any of its responsibilities or duties under this Agreement without the prior written consent of the District.

6. Independent Contractor Status. Contractor is engaged by the District as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the District, as those terms are used in ORS 30.265. Contractor shall not be entitled to any benefits that provided by the District to District employees. Contractor agrees to supply the District with Contractor's Federal Internal Revenue Service Employer Identification Number ("FEIN").

7. Indemnification. Contractor shall indemnify, hold harmless, and defend the District and its board members, officers, agents, and employees from any loss or claim made by a third party including Contractor's employees. This indemnification includes all legal fees and costs (including reasonable attorneys' fees, expert witness fees, and appeal costs) of defending complaints, claims, actions, or suits of whatsoever nature, whether before an administrative body, arbitration board, arbitrator, or court resulting from or arising out of the performance or omissions of Contractor, its subcontractors, sub-consultants, agents, or employees, including intentional acts. If the loss or claim is caused by the joint or concurrent negligence of the District and Contractor, the indemnification covers only the negligence or fault attributable to the Contractor.

8. Insurance.

Contractor, and its subcontractors, shall carry, maintain, and keep insurance acceptable to District in full force and effect throughout the term of this Agreement. Such insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's

work performed hereunder, including the operations of its subcontractors. Such insurance shall be primary and non-contributory. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the District may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the District procures such insurance, the District may charge the cost against any moneys due Contractor hereunder or for any other contract. The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. Contractor shall obtain Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limits
Each Occurrence	2,000,000
General Aggregate	5,000,000
Products-Completed Operations Aggregate	5,000,000
Personal & Advertising Injury	5,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Contractor shall also obtain Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $2,000,000. This insurance must cover any physical damage to the District's transit vehicles and any District property in or on the transit vehicles from loss from any accident or occurrence, as those terms or their counterparts are used in the policy.

C. The Contractor , its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers including employers' liability coverage with limits not less than $500,000. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126.

D. The Commercial General Liability Insurance and Commercial Automobile Insurance policies shall contain an endorsement naming the District, its officers, directors, employees and volunteers, as additional insureds.

E. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days prior written notice to the District. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of District. The certificates of insurance provided to the District shall state that the insurer shall provide 30 days' notice of cancellation to the District.

F. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

G. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the District. No contract shall be operative until the required certificates have been received and approved by the District. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the District 10 days prior to coverage expiration.

H. A cross-liability clause or separation of insureds clause will be included in the general liability policy.

I. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of District, in lieu thereof, a Certificate of Insurance shall be forwarded to the District. Such policies or certificates must be delivered prior to commencement of the work.

J. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

K. Contractor may choose to obtain coverage for physical damage on the vehicles and District property through District's insurance. Contractor shall be responsible for paying all premiums on any insurance by this section and shall be responsible for any

deductibles, whether the insurance is issued to Contractor or the District. Except for insurance naming the District as the primary insured, all insurance required by this section shall name the District as an additional insured.

9. Fidelity Bond. Contractor shall provide the District with evidence of a fidelity bond in an amount of not less than $5,000 to ensure against the loss of any District monies by the Contractor's employees.

10. Duty to Inform. Contractor shall give prompt written notice to District's Project Manager if, at any time during the performance of this contract, Contractor becomes aware of actual or potential material problems, faults, or defects, any nonconformance with a material provision of this contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the District. Any delay or failure on the part of the District to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim, and shall not constitute a waiver of any of the District's rights. Contractor shall give prompt written notice to District of any accidents that have occurred or potential claims that are likely to arise from the operation of District's Public Transit Vehicles. The term "accident" shall also include collisions with animals. Potential claims shall include confrontations between transit passengers and drivers that lead to disagreements that might result in formal complaints filed with the District or a federal, state, or local agency. Contractor shall regularly inform the District of the status of accidents or potential claims throughout the process until ultimate resolution of each issue. Contractor shall provide District with a copy of the "Driver Training Policy" that details all policies and procedures as well as expectations that the Contractor has of the drivers, including prohibited practices. Whenever Contractor amends any section of the policy, it shall provide District with copies of each amendment within seven days of adoption.

11. Subcontract Provisions. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective on the performance of the subcontractor. Contractor may subcontract only after receiving prior written consent from the District, which consent District may refuse to grant in its sole discretion.

12. Compliance with Law.

    a. Contractor shall comply with all applicable federal, state and local laws, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

    b. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be

responsible for such payment of all persons supplying such labor or material to any ssubcontractor.

c. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

d. Contractor shall not permit any lien or claim to be filed or prosecuted against the District or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

e. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

f. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

g. No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

A. Either:

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

B. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

C. Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

h. The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

i. All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

j. Contractor certifies compliance with all applicable Oregon tax laws, including ORS 305.385, ORS 305.620 and ORS chapters 316, 317, and 318.

k. Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

l. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

m. If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the District must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before District issues final payment under this agreement.

n. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of District in connection with this Agreement in violation of ORS chapter 244.

o. Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

p. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

q. Contractor certifies that it currently has a City business license or will obtain one, if necessary, prior to delivering services under this Agreement.

r. Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

s. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112 of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.

t. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Agreement, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Agreement or any Contract for cause.

   Further, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

u. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Agreement or any other provision of law.

13. Computation of Time. For purposes of this contract, time periods measured in days shall

be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday.

14. Incorporation of Federal Clauses. The required federal clauses for transportation services contracts is set forth on Exhibit C, attached hereto and incorporated herein by reference.

15. Notices and Communications. All notices and other communications concerning this Agreement shall be made in writing and may be delivered personally; by first-class United States mail, postage-prepaid, certified, or registered mail; by e-mail; or by facsimile. Notices should be addressed as follows:

DISTRICT: South Clackamas Transportation District
P.O. Box 517
Molalla, Oregon 97038
Email: _____
Facsimile: (503) 632-5214

CONTRACTOR: _____
_____
_____
Email: _____

Facsimile: _____

16. Amendment. This contract may be amended from time to time by mutual agreement of the parties. An amendment must be by a writing that has been signed by individuals authorized to bind each of the parties contractually.

17. Severability. If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected.

18. Waiver and Nonwaiver. A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. The District's acceptance of goods or services, or payment under this contract, shall not preclude the District from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.

19. Time of Essence. Time is of the essence of this contract. Contractor's failure to deliver goods or services on time shall be a material breach of this contract. If Contractor fails to deliver goods or services on time, the District, at its discretion, may procure those goods or services from another source. If the price paid by the District for goods or services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay the District the difference between those prices. The District may deduct that difference from any amount the District owes Contractor.

20. Termination for Default The District may terminate this contract for default by Contractor. The following shall be deemed to be events of default:

    a. Default in Payment: The failure of the contractor to make any payment or other charge owed to either the District or a third party within ten (10) days after it is due if the District has given Contractor a minimum of ten (10) days written notice.

    b. Default in Performance: The failure of the contractor to comply with any term, condition, or fulfill any obligation of this agreement, other than those covered under subsection 20.1 above, within thirty (30) days after written notice to the Contractor specifying the nature of the default with reasonable particularity. However, if the event by its nature cannot be completely remedied within the thirty day period, and the Contractor begins corrective action and thereafter proceeds with reasonable diligence to effect a remedy as soon as practicable, the District may excuse the default.

    c. Insolvency: The insolvency, assignment for the benefit of its creditors, filing of a voluntary or involuntary petition in bankruptcy, a judicial determination that the contractor is bankrupt, the appointment of a receiver, or any similar type of action which could be reasonably construed by the District to call into question the financial integrity of the Contractor or the Contractor's financial ability to fulfill the duties, terms, or conditions of this Agreement.

    d. Termination in the Public Interest: The District may terminate this contract at any time by written notice to Contractor if the District determines, in its sole and absolute discretion, that termination is appropriate. If this contract is terminated under this Paragraph, Contractor shall be entitled to payment for all services ordered by the District and timely delivered by Contractor before termination, and to all reasonable costs of closing out the contract, provided that Contractor provides a final itemized invoice for those amounts within ninety (90) days after receiving the termination notice.

21. Termination for Contractor's Convenience: Contractor may terminate this contract by giving a minimum of one hundred twenty (120) days notice of its intent to do so to the District. Contractor will be paid only actual contract costs for work performed up to the time of the termination

22. Intellectual Property. Contractor, upon the District's request, shall defend the District against any claim against the District for patent, copyright, trademark, trade secret, or other intellectual property infringement based upon the District's use of goods or services provided under this contract. Contractor shall hold the District harmless from, and indemnify the District for, any liability arising from the claim. This Paragraph shall not apply when the alleged infringement arises entirely from modification of the goods or services by the District without Contractor's approval

23. Ownership of Work and Material. All work performed by Contractor pursuant to this contract shall be the property of the District. The District shall own any data, documents, plans, specifications, working papers, computer programs, or other material produced by Contractor pursuant to this contract.

24. Paragraph Headings and Other Titles. The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract

25. Audit and Inspection of Records

    Contractor shall maintain a complete set of all books, documents, papers, and records relating to this Agreement for at least six (6) years after District makes final payment on this Agreement and all other pending matters are closed. Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the District or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the District free of charge. District shall have the right to inspect and audit all Contractor's financial records relating to the Services under this Agreement at any time during the term of this Agreement or within six (6) years after District makes final payment on this Agreement and all other pending matters are closed.

    Contractor further agrees to include in all of its subcontracts under this Agreement a provision to the effect that the subcontractor agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

26. Choice of Law. This contract shall be governed by Oregon law. Any suit or action arising from this contract shall be commenced and prosecuted in the courts of Clackamas County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties hereby agree to submit to the jurisdiction and venue of these

courts.

27. Attorneys' Fees. If suit or action is instituted in connection with this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, expert fees and costs incurred therein at trial and on appeal.

28. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Oregon City, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten days, or if the parties fail to agree on a mediator within ten days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

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

Dated this _____ day of _____, 2023.

[SUCCESSFUL BIDDER]

_____
Title: _____
Name: _____

SOUTH CLACKAMAS
TRANSPORTATION DISTRICT

_____
Title: Chairman of the Board
Name: _____

Approved as to form

_____
Counsel for South Clackamas
Transportation District

EXHIBIT A

SCOPE OF WORK

Refer Attached Scope of Work

EXHIBIT B

COMPENSATION

District shall pay the Contractor an Hourly Rate of $ _____ for each hour the Contractor provides scheduled transportation services using a District vehicle. Time shall be billed to the nearest half-hour (e.g., 30 minute) increment of actual service.

The Hourly Rate shall include all costs for work specified in the Scope of Work for which compensation will be requested including but not limited to equipment operation, supervision and management, insurance, contract start-up costs, contractor transition costs, fees, operator training, equipment maintenance coordination, reporting, and regulatory compliance.

No additional compensation other than the established Hourly Rate charges shall be made to the Contractor.

Transportation services for the Molalla Buckaroo Rodeo and other special events as agreed to in writing by the District and Contractor shall be scheduled in advance and billed at the Hourly Rate. District and Contractor agree that no additional compensation other than the previously established Hourly Rate charges shall be made to the Contractor for services for the Molalla Buckaroo Rodeo and other special events.

The Hourly Rate shall be increased annually, with the new rate to be effective on July 1 of each year this contract remains in effect. The annual increase shall be the greater of: (1) two and a half percent (2.5%) or (2) the percentage increase in the Consumer Price Index calculated using the CPI-U, West region, Size Class A, as published by the US Bureau of Labor Statistics for the 12-month period ending June April 30 each year. If the CPI-U, West region, Size Class A index is discontinued, the District shall select a successor index that represents trends in general retail prices in the Portland metropolitan urban area.

District and Contractor agree the Contractor is shall not be compensated for time and/or mileage for transport of a District vehicle to and/or from the District's maintenance providers.

EXHIBIT C

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Refer Attached Federal Transit Administration Requirements

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Appendix B

Scope of Work

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SCOPE OF WORK

Contractor shall provide, pay, and be responsible for all personnel, material, equipment, utilities, required training, and other goods or services necessary for the operation of the District's public transit vehicles including, but not limited to, the following enumerated activities:

1) Contractor shall provide drivers and such other personnel as may be necessary to ensure the operation of the District's public transit vehicle(s) on such routes and during such hours of operations as the District shall establish. All drivers of the District's public transit vehicle(s) must:

   a) be familiar with and comply with all rules and regulations governing the conduct of a driver, as stated in Contractor's Driver Training Policy;

   b) conduct themselves in a professional manner at all times while representing the District;

   c) report to Contractor any accidents or potential claims that could be made against the District for the operation of a District vehicle as soon as possible and no later than 24 hours of the incident that caused either the accident or potential claim; and

   d) comply with the dress code suggested by the District and adopted by the contractor.

2) When selecting drivers to be assigned to District's public transit vehicle(s), Contractor shall in all cases conduct, at its sole expense, a criminal background check of finalists for employment as drivers prior to hire. All finalists must authorize the Contractor to conduct a criminal background information check through the Oregon State Police Law Enforcement Data System ("LEDS"). If a finalist is reported to have a criminal record, the written criminal history record will be considered in making the selection and become part of the confidential personnel file of that employee. Contractor shall inform the District, in confidence, of the results of the LEDS criminal background check prior to a driver initiating employment with Contractor.

3) Contractor shall provide ADA service in accordance with Federal Law. Contractor will coordinate scheduling of all ADA rides, and any deviations from routes whether or not connected with ADA service, with District Project Manager.

4) The normal collection of all fare monies in the locked vehicle fare box and delivery of not more than two fare boxes at one time to the District at times to be determined by the District or upon special request by the District.

5) Contractor shall provide bus services using the equipment designated by the District, but Contractor may suggest alternate vehicle use.

6) Contractor shall be responsible for coordination of annually required and regularly scheduled maintenance of the public transit vehicles consistent with the manufacturer's requirements and warranties with provider(s) selected by District as well as the fueling of the transit vehicle(s) through a provider selected by the District. To the greatest extent possible under the

circumstances, Contractor must schedule and coordinate all such maintenance to maximize equipment utilization through minimum down time for maintenance of District transit vehicles.

7) Contractor shall perform unscheduled minor maintenance including, but not limited to, problems found during daily equipment condition checks, such as checking fluid levels, maintaining tire pressures, changing wiper blades and light bulbs, and other tasks that do not require specialized skills or equipment. Contractor shall provide the parts, fluids, materials, and equipment necessary to meet this obligation. Contractor shall provide District with a monthly vehicle maintenance log that lists all service performed on each District vehicle.

8) Contractor shall deliver District transit vehicle(s) to the maintenance providers' locations. Such delivery shall be done in a timely manner and shall be coordinated with the maintenance provider and the District Manager. "Maintenance provider" includes the District contractor for regularly scheduled maintenance and other maintenance providers selected on a case by case basis for specific maintenance work. Before a District vehicle is taken for maintenance, Contractor shall remove the fare box and properly secure the fare box and its contents. The protocol for securing the fare boxes when they are not within a District vehicle shall be established with the input of the District Manager.

9) Contractor must clean the interior of the District vehicles every day, and must provide for outside cleaning on a regular basis or on a schedule to be determined by the District. Contractor shall ensure the vehicles are in good operating condition.

10) Contractor shall be responsible for the storage of the vehicles (when not in use) at the District Office secure storage site in Molalla, or otherwise instructed by the District. Contractor shall obtain fuel for district transit vehicles at a fuel provider designated by District.

11) Contractor shall upon request, provide a report to the District summarizing equipment utilization and any reasons for down time, including when and why any backup vehicle was used and appear at the district board meetings upon request.

12) Contractor shall cooperate and assist the District in the preparation and completion of all grant or loan applications made by or on behalf of the District to any public or private entity for monies to continue, maintain or expand transit services within the District's boundaries.

13) Contractor shall cooperate with the District's staff or others working on the District's behalf. Contractor shall be responsive to emails and phone calls from the District staff and respond to inquiries as soon as possible but no later than 24 hours.

14) Contractor shall be responsible for scheduling bus operations and schedules with input from the District Manager to coordinate with Tri-Met's bus operations at Clackamas Community College. Contractor will ensure that that the last District bus to leave Clackamas Community College each day will wait, if the TriMet bus connection is late, for the late TriMet bus to arrive, so that the riders on the late TriMet bus can catch the District bus, if needed. District will establish a list of holidays when no service will be provided by Contractor.

15) Contractor shall provide services necessary to maintain two way voice communications with the operations of all District transit vehicles at all times while a vehicle is in service. The communications system shall not be turned off in any transit vehicle while that vehicle is in service.

16) Prior to daily operations Contractor is responsible for informing the District of all weather and road conditions that may affect operations or safety. The District and Contractor will jointly decide on any cancellations or rerouting because of weather or road conditions.

17) Contractor shall ensure that all features of the vehicles intended to ensure accessibility to transit services, including lifts and wheelchair securing devices, are maintained, that Contractor's personnel are trained in the operation and use of accessibility features, and that appropriate procedures for the use of accessibility features are in place and followed. Contractor shall provide service to persons using respirators or portable oxygen.

18) Contractor's drivers shall announce stops during fixed-route operations.

19) Contractor shall ensure that appropriate procedures are in place to accommodate service animals and that those procedures are followed.

20) Contractor shall institute and follow appropriate procedures to ensure adequate time for passengers to board and deboard, including additional time as needed by any passenger.

21) Contractor shall provide special event service as specified by the District, after consultation with the Contractor, including but not limited to, the Molalla Buckaroo Rodeo.

22) Contractor, as part of each Contractor safety meeting, shall reiterate District policy and procedures, emphasizing those specified by the District. Following each safety meeting, Contractor shall provide the District with 1) a copy of the agenda of the meeting, 2) copies of all materials distributed at the meeting to drivers, and 3) a form signed by each driver who was in attendance acknowledging that he or she attended the meeting and received the training identified in the agenda and materials.

23) Contractor shall provide an Operations Manager(s) on call during all hours of operations. For the purpose of this clause, _____ is considered to be the Operations Manager. If Operations Manager will be beyond 35 miles from Molalla, a backup contact person shall be designated. Prior to Operations Manager being beyond the 35 mile range, the Contractor shall inform District of the name and telephone number of the backup contact.

24) Contractor shall conduct a daily pre-trip inspection of each public transport vehicle completing a form approved by the District. The Contractor will promptly report any problems to the District. The Contractor will provide the District with copies of all vehicle inspection forms on a weekly basis.

25) Contractor shall prepare and submit to the District annually by June 1, a two year budget for delivery of service to the District, showing all projected expenditures.

26) Contractor shall perform all the contract obligations subject to all applicable provisions of ORS Chapters 279A, B, and C.

27) Contractor shall provide the District with all vehicle maintenance documents and reports required by the Public Transit Division of the Oregon Department of Transportation.

28) Contractor shall prepare a written monthly contractor's report for all District Board Meetings which will be due to the District Manager no later than 10 days prior to the Board meeting date. Contractor shall prepare quarterly reports due to the District Manager on January 1st, April 1st, July 1st, and October 1st. Contractor shall present the quarterly reports to the Board in person and shall be prepared to discuss any issues raised by the Board members concerning the operation, maintenance, or appearance of District's vehicles and to report back to the Board on issues previously raised by either the Board or District staff.

29) Contractor shall, upon request, provide a report to the District of the performance of a specific bus or driver when the District expresses a concern related to the bus or driver concerning a specific day or incident. Once the issue is addressed, Contractor shall provide District with a summary of corrective action taken, if any. Information provided by Contractor that reports disciplinary action taken against a driver shall be received and treated by District as confidential information to the extent allowable under state and federal public records laws.

30) Contractor shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance, except as specifically limited herein. Contractor shall be responsible to District for any loss or damage to District property while in the control or possession of Contractor. If during or after the term of this contract, Contractor learns of any actual or potential material defect in services or goods provided under this contract, of any material problem associated with the results of contract performance, or of any nonconformance with a material provision of this contract or of federal, state, or local law, Contractor shall notify the District immediately in writing with a full description of the defect, problem, or nonconformance.

31) Contractor shall initially coordinate with the District's maintenance and warranty service provider to ensure that between the two contractors all vehicle service and repair needs of the District are met. In the event of a dispute between the two contractors concerning the contract requirements, the District shall assist in the resolution of the dispute and shall make the final and binding determination of contract terms.

32) Contractor shall equip all vehicles with emergency equipment. This includes at a minimum, fire extinguishers, first aid kit, blood borne pathogens kits, fluids kit, flashlight, and a disposable camera. Contractor must ensure that vehicle operators receive, at Contractor's cost, if any, training in CPR from the American Red Cross or provider with equivalent expertise.

33) Contractor shall conduct monthly safety meetings held at a time and place that all drivers together with a District representative shall be able to attend.

34) Contractor shall establish a dress code for drivers, subject to District approval. The dress code

shall provide that drivers shall always be dressed in clean clothing appropriate for the season. Such clothing shall not display any advertising unless approved by the District.

35) Contractor, its management and personnel are expected to conform to all laws and regulations when representing the District. Any infractions leading to an arrest or citation must be reported by Contractor to District as soon as possible.

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Appendix C

Federal Transit Administration Requirements

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South Clackamas Transportation District

Required Federal Clauses for Transportation Services Contract

In the event of a conflict or inconsistency between the Agreement and these federal clauses, the most stringent requirement will prevail.

DEFINITIONS

The following terms have the stated meanings in these clauses, unless a different meaning is supplied or required by context:

Agreement – A contract between South Clackamas Transportation District and Contractor, along with all incorporated documents and provisions.

Contractor – The party agreeing to provide transportation services under the Agreement.

District – the South Clackamas Transportation District. The term is also synonymous with the term "Purchaser" in these clauses.

CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d) and (r)
49 C.F.R. part 604

The contractor agrees to comply with 49 U.S.C. 5323(d), 49 U.S.C. 5323(r) and 49 C.F.R. part 604, which provide that recipients and subrecipients of Federal Transit Administration (FTA) assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F)
49 C.F.R. part 605

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387.

LOBBYING
31 U.S.C. 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 C.F.R. part 20

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 49C.F.R. part 20, "New Restrictions on Lobbying."

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ACCESS TO RECORDS AND REPORTS
49 U.S.C. §5325 (g)
2 C.F.R. § 200.333
49 C.F.R. part 633

The following access to records requirements apply to this Contract:

1. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES
49 C.F.R. part 18

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

CONTRACT WORK HOURS AND SAFETY STANDARDS
40 U.S.C. §§ 3701-3708
29 C.F.R. part 5
29 C.F.R. part 1926

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40

U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract.

Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. 3801 - 3812.
49 C.F.R. part 31
18 U.S.C. 1001

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

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

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

TERMINATION
2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Termination for Convenience. The District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District's best interest. If this contract is terminated, the District shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default. If the Contractor fails to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of District goods, the Contractor shall, upon direction of the District , protect and preserve the goods until surrendered to the District or its agent. The Contractor and District shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by District. If it is later determined by the District that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

The District is an Equal Opportunity Employer. As such, the District agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the District agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL" or "DOL") regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

In accordance with the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 – 634, U.S. Equal Employment Opportunities (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § . In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION
49 C.F.R. part 18
FTA Circular 4220.1F

Disputes - The District and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the District and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this

section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the District's direction or decisions made thereof.

Performance During Dispute - Unless otherwise directed by District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor subrecipient or subcontractor 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:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Each subcontract the Contractor signs with a subcontractor must require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).

Each contract with defined DBE contract goals must include a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 District requests that would cause District to be in violation of the FTA terms and conditions.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
49 U.S.C. § 5333(b)("13(c)")
29 C.F.R. part 215

(1) The Contractor agrees to comply with following employee protective arrangements of 49 U.S.C. § 5333(b):

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.part215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

SUBSTANCE ABUSE REQUIREMENTS
49 U.S.C. §5331
49 C.F.R. part 655
49 C.F.R. part 40

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or the District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The contractor agrees further to certify annually its compliance with part 655 before July 1 and to submit the Management Information System (MIS) reports before March 1 to the District Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

AMERICANS WITH DISABILITIES ACT

49 C.F.R. parts 27, 37, and 38

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate in the provision of services against individuals with disabilities in the operation of transit services and will comply with any implementing requirements FTA may issue.

Wheelchair ramps, lifts, and all Americans with Disabilities Act (ADA) applicable items shall be operational at all times when buses are in revenue service. Lifts and ramps shall be cycled daily before going into service. The Contractor shall perform regular inspections of all wheelchair lifts and ramps per manufacturer recommendations and insure all buses are fully ADA compliant.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402
Executive Order No. 13043
Executive Order No. 13513
U.S. DOT Order No. 3902.10

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the District.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Appendix D

Proposer Certifications & Representations

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Proposer Certifications & Representations

Legal Name of Proposer: _____

Address: _____

City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer.

Proposal Representations

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Personal Services Agreement, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the District, and all other Proposer submittals.

The undersigned hereby certifies and represents that the Proposer:

1. Has examined and is thoroughly familiar with the Request for Proposal and fully understands its intent; and
2. Understands that the District reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the District; and
3. Understands that all information included in, attached to, or required by this Request for Proposal shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and 192.502.

Receipt of Addenda

Addenda numbers _____ have been delivered and examined.

Certifications

1. The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham proposal, to refrain from bidding, or manipulating or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the District. The fees and prices submitted herein have been arrived in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers of foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, owners, providers, representatives, employees, or parties in interest, including the affiant.

2. The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the District board, officer, employee, or person, whose salary in whole or in part by the District, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

3. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.

4. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of $150,000 or more with a Proposer that does not certify it has such a policy and practice. See https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx for additional information and sample policy template.

5. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class.

"Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's continuing compliance constitutes a material element of the Personal Services Agreement and a failure to comply constitutes a breach that entitles Agency to terminate the Personal Services Agreement for cause. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

6. Proposer and Proposer's employees, agents, and subcontractors are not presently debarred, suspended, proposed for debarment under ORS 279B.130, or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon and are not included on:

   A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf., or

   B. the government wide exclusions lists in the System for Award Management found at: https://sam.gov/SAM/

7. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing. Proposer has made all Conflict of Interest (COI) disclosures, if any as required by the ODOT COI Guidelines and COI Disclosure Form available at the following link: https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx

   (Check one of the following two certifications as applicable)

   ___ Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the undersigned's information, knowledge and belief, Proposer's Associates are in conformance with the COI Guidelines, have no employees that were employed by ODOT within the last two-year period, and have no conflicts of interest or other disclosures required per the COI Guidelines or COI Disclosure Form.

   ___ Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the undersigned's information, knowledge and belief, all Associates have provided on the COI

Disclosure Form(s) submitted with this Proposal all disclosures required per the ODOT COI Guidelines.

8. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112, of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. (Agency may not enter into a contract with an anticipated contract price of $150,000 or more with a Proposer that does not certify it has such a policy and practice

9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Personal Services Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

11. Proposer acknowledges these certifications are in addition to any certifications required in the Personal Services Agreement and Statement of Work in Attachment A at the time of Personal Services Agreement execution.

12. The undersigned Proposer certifies that their firm is a ( ) Resident Proposer ( ) Non-resident Proposer.

13. Proposer certifies, to the best of its knowledge and belief, that:

    1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Print Name	Title
Authorized Signature	Date

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Appendix E

Responsibility Inquiry

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RESPONSIBILITY INQUIRY

The District will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, the District may obtain any information the District deems necessary to make the determination. The District will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. The District may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

1. Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities?

YES ___ / NO ____

2. Number of years in business providing the services/goods/equipment required under the prospective contract:

3. a) Is your firm experiencing financial distress or having difficulty securing financing?

YES ___ / NO ____

b) Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period?

YES ___ / NO ____

If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response: _____

4. Within the last 3-year period, has your firm had one or more contracts terminated for default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes?

YES ___ / NO ____

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response: _____

5. Is your firm, a major partner or major shareholder (defined as a partner or shareholder

owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner, major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property?

YES ___ / NO ____

If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges.

Response: _____

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it?

YES ___ / NO ____

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response: _____

7. Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

YES ___ / NO ____

If "YES," please explain.

Response: _____

8. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon.

YES ___ / NO ____

If "NO," please explain.

Response: _____

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to

perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.]

YES ___ / NO ____

If "NO," please explain.

Response: _____

RESPOND TO ITEMS 10 IF THE PROSPECTIVE CONTRACT INCLUDES SALE OF EQUIPMENT TO AGENCY. (If this information was provided in the Bid or Proposal submitted for this solicitation, then it is not necessary to repeat it here. Just indicate "see Bid" or "see Proposal" in the response fields.):

10. Number of factory-authorized service representatives in the State available to provide warranty services under the Contract to be awarded:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

Name of Firm:

Print Name	Title
Authorized Signature	Date