

BAKER COUNTY



COVER PAGE

BAKER COUNTY PUBLIC TRANSPORTATION SERVICES

[RFP NO. 2024-XX]

FTA 5310 25/27

Date of Issue: September 19, 2024

Closing Date and Time: October 11, 2024, at 4:00 pm PST

SINGLE POINT OF CONTACT (SPC) FOR RECEIPT OF PROPOSALS:

Doni Bruland
Grants Administrator
1995 3rd St.
Baker County, OR 97814
dbruland@bakercountyor.gov
541-524-7480

Baker County promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Baker County requests proposals from qualified private and non-profit firms for the operation of transportation services that meet the needs of seniors and persons with disabilities as those terms are defined in OAR 732-005-0010.

Only qualified firms with a minimum of five (5) years of verifiable experience in providing similar services will be considered. The work will be performed out of a facility leased or owned by the selected contractor and all vehicles will be operator owned.

Contracts may be awarded to multiple proposers in order to meet the needs of Baker County citizens. The initial contract period will be for two (2) years, beginning on July 1, 2025, and terminating on June 30, 2027.

Proposals must be delivered to Baker County, 1995 Third Street, Baker County, Oregon ATTN: Doni Bruland, Grants Administrator on or before October 11, 2024. Proposals received after this date will not be accepted and will be returned unopened.

All documents, including Attachments, are applicable in preparing proposals.

The County reserves the right to accept or reject any or all proposals; to add or delete items; to waive any irregularities and/or informalities in any proposal; to postpone the acceptance of the proposal and the award for a period not to exceed ninety (90) working days from the proposal due date; and to make the award that is in the best interests of Baker County. The County may reject any proposal not in conformance with all prescribed public bidding procedures and requirements and may reject any and all proposals upon a finding of the County that it is in the public interest to do so.

1.2 PROGRAM FUNDING AND BACKGROUND

Baker County is a Qualified Entity (QE) and has provided funding for Public Transit Services through sub-recipients/contractors beginning with Statewide Transportation Funds (STF) many years ago. Currently, services are provided through one (1) non-profit organization. Baker County desires to continue, and possibly expand, the current services.

Funds are disbursed on a quarterly basis upon submittal of satisfactory progress reports and expenditure documentation.

This RFP is specifically for the Federal Transit Administration Section (FTA) 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. This

program funds eligible capital, mobility management, contracted service, and preventive maintenance projects for transportation agencies serving seniors and individuals with disabilities. Proposal costs must align within the available program funding.

All services must meet the requirements of the Americans with Disabilities Act (ADA) of 1990 and its amendments. It is the full responsibility of the Contractor to monitor all Federal, State, County and other local laws involving Transit Service and make the necessary changes should these laws change during the term of this Contract.

1.3 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Mandatory Site Visit	N/A	
Questions / Requests for Clarification Due	October 1, 2024	5 PM
Answers to Questions / Requests for Clarification Issued (approx.)	5 calendar days after questions due	
RFP Protest Period Ends	5 calendar days prior to RFP Closing	
Closing (Proposal Due)	October 11, 2024	
Presentations, Demonstrations, or Interviews	N/A	
Issuance of Notice of Intent to Award (approx.)	June 01, 2025	
Award Protest Period Ends	5 calendar days after Notice of Intent to Award	

1.4 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. The Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: OVERVIEW, SCOPE AND REPORTING REQUIREMENTS

2.1 OVERVIEW

In general, the Contractor’s proposal should encompass a Management Proposal (Attachment C), Technical Proposal (Attachment D), and Cost Proposal (Attachment E) for achieving objectives of the Request for Proposal (RFP) as defined in the program requirements outlined in Section 2.2 Scope and Section 3 Minimum Qualifications and Proposal Requirements, below, and elsewhere in the RFP documents.

This RFP provides interested proposers with the minimum scope of work and should not limit proposed solutions to provide services. Baker County desires proposers to consider and propose appropriate solutions that would best aid the County in meeting the objectives of the transportation service.

2.2 SCOPE

This scope of work describes the current coordinated transportation services provided in Baker County for seniors and persons with disabilities as those terms are defined in OAR 732-005-0010. It also describes expected calculation of reimbursement of services. The County seeks proposals for contractor(s) to provide continuity of services at a cost-effective rate.

A. Demand Response Service: Baker County currently offers demand response services using one service provider. Transportation services include rides to and from health care appointments, shopping, social engagements, and any other passenger desired destination.

1. In Town Demand Response – this service is provided to seniors and disabled individuals inside the Baker City UGB.
2. Rural Demand Response —this service is provided to seniors and disabled individuals outside of Baker City.

B. Calculating reimbursement:

Vehicle Revenue Hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle revenue hours. For breaks or lunches, vehicle revenue hours shall stop when the vehicle is released to go on break or lunch

and resume when the vehicle arrives on-time at the first pick-up location following the break or lunch. Vehicle revenue hours are also known as “revenue vehicle hours”, “vehicle service hours”, “revenue hours”. Vehicle Revenue hours exclude any slack time of 30 minutes or more. Slack time is defined as periods between trips in operator manifest that does not have any scheduled trips. “Call back” trips are allowed when the appointment end time of the rider is not known. When slack time of more than 30 minutes happens because of a “call back” trip revenue hours for one operator to stand by may be included as revenue hours.

Vehicle revenue hours, for all services, shall exclude any pre/post trip hours, fueling, driver training, vehicle inspections, meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

1. *Demand Response - Out of the Baker City Urban Growth Boundary (UGB)* - Vehicle Revenue Hours shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is occupied by the passenger transport within the established hours of service.
2. *Demand Response - Inside of the Baker City Urban Growth Boundary (UGB)* – By passenger and shall be defined by when a passenger enters the vehicle and exits the vehicle. Multiple entries and exits are considered unique rides and therefore countable.

If Proposer is going to use another method of calculating reimbursement, it must be well defined within the proposal and follow Federal definitions at:

<https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary#R>

C. Primary Contractor Responsibilities:

1. Reservations
2. Scheduling
3. Dispatch and communication
4. Personnel hiring, training and supervision, including recruitment of volunteer drivers, if applicable
5. Criminal history and driving history background checks of employees and volunteers
6. Driver training
7. Driving and transporting clients
8. Drug and alcohol testing, training & reporting
9. Communication with ODOT Grants Administrator
10. Timely scheduling for vehicle maintenance and repair
11. Cleaning vehicles, maintaining safe and hygienic environment for riders
12. Revenue collection, billing and accounting
13. Record keeping and program reporting (See below).

- 14. Thorough knowledge of and compliance with current federal, state and local regulations, including the Americans with Disability Act
- 15. Service planning in coordination with Baker County Transportation Advisory Committee (TAC) and Baker County Commissioners.

2.3 RECORDS AND REPORTING REQUIREMENTS

REPORT NAME OR SUBJECT	FREQUENCY	DUE DATE
Senior & Disabled Ridership Report - In Town and Out of Town Reported separately	Quarterly, with Fiscal Year beginning July 1	Within 25 days of the end of quarter
Drug and Alcohol Reporting	Annual	End of February
Incident and Accident Reports	As they occur, within 24 hours of discovery	See contract between the parties
Annual Audit Report	Annual	April 1
FTA Compliance Reporting	Annual or every three years, as required	As determined by FTA
Special or misc. reports	As requested by County	As determined

SECTION 3: MINIMUM QUALIFICATOINS AND PROPOSAL REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

At a minimum, the Successful Proposal will outline how the following requirements will be

met:

- Equipment and Facilities:
 - Regular cleaning of equipment and vehicles to ensure safe and sanitary operation
 - Pre- and Post-vehicle inspections, recorded on Daily Vehicle Inspection Form
 - Equip all vehicles with emergency equipment including, but not limited to, first aid kit, blood borne pathogens kit, cleaning supplies, fire extinguisher, emergency triangle, and all necessary equipment for safe operations in inclement weather
 - Provide all fuel and maintenance for transit vehicles
 - Provide any specialized equipment for employees, if needed
 - Provide all technology including, support, maintenance, and backup of hardware and software necessary to operate the proposed transit services
- Standards and Service Requirements:
 - Collect fares and sell passes/tickets for service
 - Maintain records and report consistent with the chart shown in Section 2.3, above. Record maintenance must include: service hours and mileage by service type; ridership by category (senior, disabled, general public and youth); on-time performance; fare collection; pass/ticket sales; customer complaints and resolution; other reports as requested by County.
 - Provide service on-time for 95% of all Demand Response, within a window of ten (10) minutes deviation from the scheduled pick-up and drop-off times
 - Provide service on-time for 95% of all Fixed Route services within a window of five (5) minutes, monitoring for on-time performance and assure buses/other vehicles do not leave posted stop points before the time posted on published schedules
 - Provide, at minimum, all services outlined in Section 2.2 Scope, including the outlined Calculation for Reimbursement.
 - Provide all employee and supervisor training as outlined in the Contract and provide proof of training to County in a timely manner.
 - Conduct annual evaluations, criminal and driver history checks for employees and provide results to County in a timely manner
 - Maintain and follow a policy for receiving and resolving complaints, report complaints and resolutions to County monthly.
 - Notify law enforcement and County of any vehicle accident, vandalized, missing or stolen vehicles, or any activity that may result in any claim to Contractor's insurance provider within twenty-four (24) hours of discovery. Incident reports will include date, time and employee narrative along with name, address and phone contact of all parties involved. Commit to working with law enforcement officers regarding any unlawful activity occurring within the vehicle or in other areas of operation.
- Other Requirements:
 - Maintain insurance requirements outlined in the Contract, naming Baker County, its elected officials, officers, employees, agents and volunteers as Additionally Insured. Provide Certificates of Insurance to County prior to the effective date

of the Contract, with 30 days written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits to the County.

- Obtain any and all permits, licenses, certificates or entitlements to operate and provide copies of all such documents to County when received.
- Indemnify and hold harmless Baker County, its elected officials, officers, employees, agents and volunteers from any and all claims for any bodily injury, property damage or death arising out of Contractor’s operations under the Contract.
- Conduct all transit services and business operations in compliance with Attachment A, Federal Transit Administration Requirements, as well as all provisions outlined in Attachment G, Sample Contract and Baker County Standard Contract Provisions.

3.2 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Services to be performed. A Proposal that merely offers to provide the services as stated in this RFP may be considered non-responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposals containing unsolicited marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

Firms interested in submitting proposals as detailed in this RFP shall submit one (1) original hard copy proposal, four (4) copies and one (1) .pdf copy on a flash drive. Proposals shall be signed by an authorized representative, failure to do so may subject the proposal to rejection by the County. Proposals must address the following items which will be used as the Evaluation Criteria:

Experience and Reliability
Suitability of the Proposed Approach
Organizational Capacity
Proposed Price

Proposals must be in the format prescribed by Attachment B-H, Proposal Requirements.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the paper of record for Baker County, East

Oregonian and Buy Oregon. The RFP will also be sent to those contractors who have contacted the county asking for RFP information prior to the publication of this RFP.

Modifications, if any, to this RFP will be made by written Addenda. Addenda are incorporated into the RFP by this reference.

4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e., page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

4.3 SOLICITATION PROTESTS

4.3.1 Protests

If a proposer wishes to object to any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office (1995 3rd Street, Baker City, OR 97814). The protest must include all grounds for the protest and all supporting evidence, in the form of documents, affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of requests for proposals must be filed before solicitation closing date. The County will notify all proposers of intent to award thirty (30) days before the contract takes effect. All protests regarding the contract award must be filed before the contract takes effect.

4.4 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent

to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during County's normal Monday – Friday business hours of 8:00 a.m. to 5:00 p.m. Pacific Time, except during State of Oregon holidays and other times when the County Courthouse is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.5 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.6 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.7 PROPOSAL REJECTION

The County may reject any or all Proposals, if such rejection would be in the public interest, as determined by the County, for any reason including any of the following:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence the proposal evaluator.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.8 EVALUATION PROCESS

4.8.1 Responsiveness and Responsibility determination

Baker County Grants Administrator will make initial determinations of responsiveness and responsibility of each proposal.

4.8.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Attachment Proposal Requirements. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.8.2 Evaluation Criteria

SPC may request further clarification to assist in gaining additional understanding of the Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Evaluation of each Proposal and allocation of points for each criterion will be made by an evaluation committee made up of three (3) to five (5) members, comprised of volunteers from the Transit Advisory Committee, County staff and/or consultants, with the assistance of the Grants Administrator.

The evaluation committee will make award recommendation(s) to the Baker County Board of Commissioners, sitting as the Local Contract Review Board, who will make the final award. The evaluation committee may recommend awarding contracts to multiple proposers in order to ensure all transportation service needs are met.

	Maximum Points
<p>Experience and Reliability: Proposer qualifications, experience, and references for delivery of similar services</p> <ul style="list-style-type: none"> • Proposer has at least 5 years verifiable experience • Provides three (3) references; quality of references 	10 pts
<p>Suitability of the Proposed Approach: Meets Proposal requirements, ability to start and maintain consistent services rapidly.</p>	20 pts

<ul style="list-style-type: none"> • Proposal requirements • Approach to transition plan (if applicable) and ability to maintain consistent services rapidly • Vehicle maintenance and monitoring plan 	
<p>Organizational Capacity: financial stability, expertise in operating</p> <ul style="list-style-type: none"> • Financial stability • Driver/dispatcher training • Management/supervisory plan • Communication plan 	20 pts
Proposed Price	50 pts

4.9 NEXT STEP DETERMINATION

At the conclusion of the scoring, the County may choose to conduct additional round(s) of competition and scoring if it is in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Serial or simultaneous negotiations
- Best and final offers

County may request best and final offers from those proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of the initial proposal received. Therefore, proposals should include the Proposer’s best terms from a price and technical standpoint.

County may, at the County’s discretion, negotiate contracts with multiple proposers in order to meet the needs of Baker County citizens and ensure consistent services.

4.10 RECOMMENDATION

The proposal representing the highest score for the services proposed will be recommended to the Board of Commissioners, sitting as the Local Contract Review Board.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Intent to Award Notice

The County will notify all Proposers in writing that the County intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.1.2 Protests

The County will notify all proposers of intent to award thirty (30) days before the contract takes effect. All protests regarding the contract award must be filed before the contract takes effect.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The proposer selected for a Contract award under this RFP will be required to execute a Contract consistent with the Sample Contract Terms and Conditions, attached as Attachment J, comply with all applicable provisions of Baker County Standard Contract Provisions, attached as Attachment K, and to submit additional information and comply with the following:

5.2.1 Insurance

The Contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has passed, any protest has been decided, a contract has been fully executed, and not before July 1, 2025.

5.2.2 Business Registry

If selected for the award, the Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of an Apparent Successful Proposer, County may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions set forth in the Sample Contract and the Baker County Standard Contract Provisions (Attachment J and K).

Proposer must submit any requested exceptions to the County during the Questions / Requests for Clarification period set forth in Section 1.2. Unless the County agrees to modify any of the terms and conditions, County intends to enter into a Contract with the successful Proposer consistent with the Sample Contract and Baker County Standard Contract Provisions (Attachment J and K).

It may be possible to negotiate some provisions of the final Contract; however, County is not required to make any changes, and many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County.

Any subsequent negotiated changes are subject to prior approval of the Baker County Board of Commissioners, sitting as the Local Contract Review Board

The County reserves the right to negotiate any and all material terms, at the sole discretion of the County.

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, the County, at its discretion, may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer or reopen the RFP.

SECTION 6: ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the United States, the State of Oregon and Baker County. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Baker County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

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

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

The FTA 5310 program is subject to funding by the Federal Transit Administration. Lack of budgeted funds may force the altering of services and/or the Contract(s) resulting from this RFP. The County may cancel or reduce the amount of service to be rendered if such action is in the County's best interest or there is a lack of funding available. In such instances, County will provide ten (10) days advanced written notification to

Contractor(s). All reimbursable services performed through the date of cancellation or reduction of services will be paid by the County.

6.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.4 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A: FTA REQUIREMENTS

Federal Transit Administration Requirements

1. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622

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

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

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

2. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

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

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

award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to North County Transit District (NCTD).

3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36(i)

49 CFR 633.17

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

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

- (1) The Contractor agrees to provide NCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where NCTD or a sub-grantee of NCTD in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to NCTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.
- (6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: 1
18 CFR 18.36 (i)

4. FEDERAL CHANGES

49 CFR Part 18

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

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

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

5. RECYCLED PRODUCTS

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

40 U.S.C. 3702

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

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

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

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

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

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

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

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

No Obligation by the Federal Government.

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

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

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

31 U.S.C. 3801 et seq.

49 CFR Part 31

18 U.S.C. 1001 49 U.S.C. 5307

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

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

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

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

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

9. TERMINATION

49 CFR Part 18 FTA Circular 4220.1F

See Section 16 of the Purchase Order Terms & Conditions

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

49 CFR 18 2 CFR 1200 2 CFR 180

Executive Orders 12549 and 12689

31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, sub-contractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the

Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). These provisions apply to all NCTD contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

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

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

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

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

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

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

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

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

11. PRIVACY ACT

5 U.S.C. 552

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

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

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

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

12. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

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

ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996

iii. 49 U.S.C. § 5325 (k).

iv. Fixing America’s Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

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

(3) The following requirements apply to a contract awarded as a result of this solicitation:

i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as

amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

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

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

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

in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

13. ADA ACCESS REQUIREMENTS

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

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

14. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

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

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

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

to contract administration.

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

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

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

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by NCTD or Contractor using Federal assistance in whole or in part provided by FTA.

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

(d) Unless prohibited by state law, upon request by the Federal Government, NCTD and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by NCTD or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery,

use, or disposition of any data furnished under that contract. Neither NCTD nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

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

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

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

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

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), NCTD and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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

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

(2) DBE Requirements/DBE Obligation:

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

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

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation* and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation. **iv.** The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business

concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its subcontractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. As NCTD is required to have a DBE program, the third-party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

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

(4) DBE Reporting and Certification

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

(5) DBE Contract Assurance (49 CFR 26.13)

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

appropriate, which may include, but is no limited to:

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

(6) DBE Prompt Payment (49 CFR 26.29)

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

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

(7) DBE Breach of Contract

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

(8) Civil Rights Policy Statements

i. NCTD’s DBE Policy Statement for its FTA approved DBE program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf> **ii.** NCTD’s Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: <http://www.gonctd.com/wpcontent/uploads/2013/05/Policy-26.pdf> **iii.** NCTD’s EEO Policy Statement for its EEO program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf>

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

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

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

ATTACHMENT B: PROPOSAL REQUIREMENTS

The undersigned submits the following proposal, including management, technical and cost information for furnishing coordinated special and rural transportation services to Baker County. All work described in this RFP must begin on July 1, 2025.

The Proposers agrees to furnish services at the cost declared within the proposal. The Proposer shall state if they are licensed in the State of Oregon and are in compliance with State tax laws.

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the proposal invitation; and
2. That he/she agrees to all requirements, specifications, terms and conditions of the proposal referenced above; and
3. That he/she will furnish the designated items(s) and/or service(s) as quoted in the proposal; and
4. That he/she certifies under penalty of perjury that the proposer is, to the best of his/her knowledge, not in violation of any Oregon tax law.

Name: _____

Title: _____

Authorized Representative's Signature: _____

Federal Tax ID Number _____ Date: _____

Firm Name and Address: _____

Telephone Number _____

E-mail _____

ATTACHMENT C
Part One: Management Proposal

M-1. Identifying Information

- a) Name, address and telephone number of the legal entity that proposes to contract with the County.
- b) Name, address and telephone numbers of the entity's principal officers; President or Executive Director, Vice President or Assistant Director, Treasurer/Chief Financial Officer, Chairperson of the Board of Directors and other executive officers.
- c) The entity's legal status (i.e. Registered Corporation; LLP; Non-profit agency; etc.).
- d) Number of years the entity has been in business providing public transportation services.
- e) The entity's Federal Employer ID number and Oregon or other state business license number or employer identification number.

M-2. Financial Capacity

This category will be evaluated to determine the Proposer's financial capacity to perform the services required in the RFP. Unless a Proposer's financial capacity can be verified and documented, the proposal will not be evaluated further.

- a) Describe the overall financial capability of the organization. List net annual operating budget, gross earnings or revenues, and (if a business), annual profit margin or return on investment? What are the organization's reserves?
- b) In the event of contract default, what type and level of contract security will be available to offset all or part of the cost of any default. What is the source of funds for contract security?
- c) Required Components: Proposers must provide the following components:
 - 1. Provide information on the organization's available operating capital and its source, the amount of any financing proposed for this operation and its source, and its terms of repayment.
 - 2. In the event funds are to be borrowed to finance any portion of the operations of service, a binding letter-of-intent from the bank or other lending agency must be attached, indicating the minimum amount which will be loaned and any applicable percentage rate. The letter-of-intent may contain the qualification that the loan will only be consummated upon award of the Contract by County.

3. Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets. Please provide this information on a separate breakout statement with the heading “BANKRUPTCY INFORMATION.”
4. Provide a statement with information regarding litigation, liens or claims arising from litigation in excess of \$100,000 against your organization or any participant in the proposal. Please provide this information on a separate breakout statement with the heading “LITIGATION INFORMATION.”
5. Provide an auditor’s financial statement for the most recently completed fiscal year reflecting the Proposer’s current financial condition, if available. The latest annual financial report along with a current financial report (balance sheet, income and cash flow statements) will be an acceptable response if recent auditor’s statement is not available.

M-3. Organization

- a) What is the mission of the entity? How will operating Baker County’s transportation services fit into the entity’s mission and goals?
- b) Describe the levels of authority that depict the entity’s decision-making process, and the flow of responsibility from management through levels of supervision to service delivery.
- c) Identify the chain of authority for personnel that will be directly involved in providing services to Baker County under this contract. Identify the roles of the assigned staff, and their relationship to any other programs or functions within the entity.
- d) Describe any special features of the entity that will benefit and enhance quality of services provided to Baker County under this contract.

M-4. Previous Contract Experience and Background

- a) For each contract that the entity has had operating or managing specialized transportation services for seniors and persons with disabilities, please indicate:
 1. Contract and/or project title and beginning and ending dates of contract work.
 2. Scope and complexity of the contract, service levels (i.e. rides, miles), direct involvement with ADA compliance and total annual contract dollar amount.
 3. Contract references with current telephone numbers and email addresses.
- b) Provide a sample of reports.

- c) Describe the education, training, and experience of management and administrative personnel to be assigned to the contract, and identify the specific responsibility of each including the full-time (FTE) equivalent dedicated to the contract.
- d) Describe your organization’s experience, if any, working with a public citizen’s advisory committee to plan and implement services.

M-5. References

Proposers must submit at least three (3) current or recent business contract references using the format below. These must be from three separate, unique businesses or agencies with whom your organization had business contracts of a similar nature to the services requested in this RFP.

- a) Name and title of contact person
- b) Business name and address
- c) Current telephone number and email of contact person
- d) Annual contract cost
- e) Description of worked performed by the proposer
- f) Period of performance for the contract

ATTACHMENT D
Part Two: Technical Proposal

T-1. Staffing and Training

- a) Describe the total staffing plan for the proposed service that includes the job classification, full-time equivalent (FTE), average hours worked per week, number of positions within each classification. Break this down as follows:
 1. Manager(s)
 2. Supervisors
 3. Dispatchers
 4. Drivers
 5. Trainers
 6. Administrative Support/Other
- b) Describe how driver training will be provided to meet the minimum standards identified in the sample contract. Describe proposed driver safety program and accident/incident review program. Provide an outline of proposed driver training program for new hire drivers, including classroom and in-vehicle training.
- c) Provide a certified insurance report of all vehicle accidents during the past three years, and a listing of any additional minor unreported vehicular incidents during the same time frame.
- d) Provide a copy of the entity's driver training manual and dispatcher operating/desk manual.

T-2. Standards of Operation and Service Quality

- a) Describe the operational methods used by the entity for ride scheduling and dispatch. How are daily driver passenger manifests created and issued? How do they get updated and changed throughout the day?
- b) Describe the monitoring techniques used by supervisors to ensure consistency of service quality and delivery.
- c) What procedures will be used to collect, account for and safeguard fares and donations?

T-3. Service Management, Service Coordination, and Communication

- a) Describe your customer complaint resolution process; highlight methods and/or examples that have been particularly successful.
- b) Briefly outline the entity's experience or participation in coordinated efforts with other transportation agencies to identify and resolve a client's unmet transportation needs.
- c) **Ongoing communication with the County is very important. Describe how you will maintain open, cooperative, two-way communication with County contract representatives.**

T-4. Facilities and Maintenance Coordination

- a) Describe your proposed office, storage facilities and site location.
- b) Describe your vehicle maintenance monitoring. Describe periodic and routine maintenance schedules.

T-5. Transition Plan

If you are not the current contractor, present a plan to transition the service from the current contractor to a new contractor. At a minimum, address the following:

- a) How will you recruit, screen and hire employees?
- b) State your knowledge and familiarity with the Baker County area and the community?
- c) Provide an outline of anticipated interactions your entity will require from County staff or any impact on normal business operations of the existing transportation services, during a transition period.
- d) Include a sample transition plan/schedule and outline of steps to be undertaken in order to provide the required services. Describe any previous experience in managing contract transitions.

ATTACHMENT E
Part Three: Cost Proposal
Baker County FTA 5310 Funded Transportation Proposals

P-1. Contract Proposal

Indicate the proposed costs for Purchased Services for 2 years of service.

Service Type	FY 2025-26 Per Revenue Hour	FY 2026-27 Per Revenue Hour
Demand Response – In Town		
Demand Response – Out of Town		
Non-emergency Medical Transport In Town		
Non-emergency Medical Transport – Out of Town		
Other		

Service Type	FY 2025-26 Per Job	FY 2026-27 Per Job
Transit Manager		
ADA Vehicle Purchase		
Other		

 Company Name

 Signature of Authorized Official

 Address

 Name, Title of Authorized Official
 (print or type)

 County, State, Zip

 Date

 Phone

P-2. Value added by the proposing firm

Specify any other resources your organization proposes to use to help provide the desired level of services described in Attachment A, Program Description and Contract Requirements. Said resources and their value must be clearly identified and may include private funding and donations, volunteer labor, and other value-added services.

ATTACHMENT F: DBE CERTIFICATION

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

_____ Yes _____ No

If yes, attach copy of current certification letter.

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

Signature: _____

Name & Title: _____

Date: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss
COUNT OF _____)

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

SIGN HERE _____

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

Notary public in and for the State of:

My Commission Expires:

ATTACHMENT H: DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF D&A TESTING POLICY AND CERTIFICATIONS)

ATTACHMENT I
DEFINITIONS USED IN STIF AND FTA APPLICATIONS
From National Transportation Department

All definitions of services are found at:

<https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>

ATTACHMENT J: SAMPLE CONTRACT

**Baker County Public Transportation Services
Purchased Services Contract**

THIS AGREEMENT, entered into this ____ day of _____, 2025, is by and between BAKER COUNTY, OREGON, hereafter referred to as “County” and _____, hereinafter referred to as “Contractor”.

RECITALS:

WHEREAS, the County provides transportation to seniors, persons with disabilities, and the general public; and

WHEREAS, the County has adopted a Coordinated Human Services Public Transportation Plan to provide a coordinated transportation system to assure that transportation rides are provided in the most economical manner; maximizing service efficiencies while maintaining good rider and community relations and standards for safety and reliability; and

WHEREAS, the County finds that purchasing transportation services is the most efficient use of the available community resources to meet the transportation needs; and

WHEREAS, purchased services are those services provided by vendors for routine, necessary, and continuing functions of the County: following established or standardized procedures, contribute to the day-to-day business operations, completion of assigned and specific tasks, decision-making is routine or perfunctory in nature;

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in this agreement, the parties agree as follows:

I. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Term of Contract: This Contract shall become effective July 1, 2025, and shall continue in full force and effect through June 30, 2027.

II. CONTRACTOR OBLIGATIONS

1. **Service to be Provided.** Contractor will provide safe, efficient, reliable, and economical transportation services in Baker County to seniors and disabled persons as those terms are defined in OAR 732-005-0010.

The types of service are described as follows:

- A. **Demand Response Service:** Baker County currently offers demand response service using two different service providers;

1. Demand Response In Town services to individuals traveling within Baker City’s UGB; and
2. Rural Demand Response which provides services to outlying communities and areas within Baker County.

Transportation services include rides to and from health care appointments, shopping, social engagements, and any other passenger desired destination.

2. **Reservations, Scheduling, and Dispatch.** Contractor will accept reservations and will have the telephone and staff resources to receive requests for services, to confirm scheduled trips and to receive called-in return trip requests. Contractor will monitor the radio and maintain radio contact with vehicles during all hours of regular service. Contractor will maximize the number of persons carried per vehicle and per hour of service to assure maximum efficiency by combining trips.
3. **Standards of Operations.** The following standards will be met by the Contractor, and approved by the County Commission, in order to stay in compliance with the State, County , and specific funding requirements. Contractor shall provide an electronic and/or paper copy of its policies to the County’s Grants Administrator.

Contractor and Grants Administrator will work cooperatively to develop and expand policies as necessary.

Contractor will provide any information requested by the County upon reasonable notice.

- 3.01 **Policies.** The Contractor will maintain the following policies, which shall be reviewed and approved by the County:
 - A. Eligibility for riders and an appeal process
 - B. Inclement weather procedures
 - C. Response Time
 - D. Fares and revenue collection, including transportation discounts, if any
 - E. Safety Program
 - F. Hiring policy, to include drug and alcohol testing, criminal history, and driver DMV report
 - G. Suspension or Termination of rider services
 - H. Grievances filed by riders
 - I. Customer Service Complaint Resolution
 - J. Confidentiality
 - K. Ride denials
 - L. Companions and Personal Care Attendants
 - M. No shows
 - N. Service Animals
 - O. Holidays

3.02 Systems and Records. The Contractor will maintain the following systems and records:

- A. Ridership Reports
- B. Vehicle maintenance program
- C. Established routes and schedules
- D. Radio contact during all hours of operation
- E. Accident procedures
- F. Drivers Training handbook
- G. List of recent driver trainings, types of trainings, dates
- H. Fares and revenue collected
- I. Drug and Alcohol Tests and Results
- J. Trip delays and denials log
- K. Documentation of Complaints about the service that cannot be resolved by the first level of communication

3.03 Driver Training. The items listed below are minimum requirements for driver training. All items are required of paid drivers and volunteer drivers. County and Contractor will meet and agree upon the required specific curriculum and hours of training required for each. Training will be completed within the first six months of employment/volunteer service and will be documented in personnel files. County will receive a report of refresher and new employee training each July 1, or upon request. Training is required for paid and volunteer staff as follows:

- A. Behind the wheel training for new hires
- B. Reporting forms, vehicle operations, policies, and procedures for new hires
- C. Use of wheelchair lift, wheelchair ramp, and wheel chair securement, for all new hires and refreshers as necessary
- D. Oregon Department of Transportation (ODOT) defensive driving course, every 2-years
- E. Use of a fire extinguisher, every 2-years
- F. CPR, first aid, and blood borne pathogens, every 2-years
- G. Sensitivity to passenger special needs (PASS), every 2-years or as training is available
- H. Required state licensing or certifications appropriate for the vehicle being operated and the passengers being transported, for example: CDL with passenger endorsement

4. Accident Procedures.

4.01 Accidents Involving Property or Equipment Damage. Accidents involving property or equipment damage must be reported to the County no later than 24-hours after the occurrence if Monday through Friday, or no later than 48-hours after the occurrence if Saturday through Sunday, followed by a written report within two business days. Any accidents or damage will be reported as per state law on an Oregon Traffic Accident and Insurance Report within 72 hours and a copy will be provided to the County Grants Administrator.

4.02 Accidents Involving Personal Injury. In the case of an accident or incident involving personal injury, Contractor will notify the Grants Administrator immediately and as per state law, file an Oregon Traffic Accident and Insurance report within 72 hours with a copy to the Grants Administrator, along with a written report.

5. **Personnel Hiring, Training, and Supervision.** Contractors have full control over personnel, including volunteers. Contractors will be solely responsible for all matters relating to wages, hours of work, working conditions, disciplinary matters, and payment of employees and volunteers including but not limited to compliance with Social Security, payroll taxes and withholdings, unemployment compensation and workers' compensation.
6. **Facilities, Vehicles, and Equipment.** Contractor will provide and maintain facilities, vehicles and equipment necessary to perform all operations outlined in the Contract. Facilities, Vehicle, and Equipment responsibilities include:
- a. Regular cleaning of equipment and vehicles to ensure safe and sanitary operation
 - b. Pre- and post-vehicle inspections, recorded on Daily Vehicle inspection Form
 - c. Equip all vehicles with emergency equipment including, but not limited to, first aid kit, blood borne pathogens kit, cleaning supplies, fire extinguisher, emergency triangle, and all necessary equipment for safe operations in inclement weather
 - d. Provide all fuel and maintenance for transit vehicles
 - e. Provide any specialized equipment for employees, if needed
 - f. Provide all technology including support, maintenance, and backup of hardware and software necessary to operate the proposed transit services.
7. **Records.** Contractor will maintain complete and accurate records concerning the operation, finance and maintenance of the transportation services provided under the terms of this agreement. These records will be maintained by Contractor for a period of not less than three full years following either Contractor's completion of the agreement or when all other matters pending are closed, whichever is later.

7.01 Contractor will maintain the following records:

A. **Client information.** Contractor will maintain an electronic database of all persons receiving services provided under the terms of this agreement, including name, address, phone, date of birth, eligibility category(ies), emergency phone and contact, mobility device used if any (including Personal Care Assistant), Medicaid eligibility, and organization's name if associated with a residential or vocational rehabilitation program. All Medicaid information shall be treated as confidential according to state and federal laws.

B. **Operations.** Contractor will maintain records regarding service provided under this agreement. Information will include, but not be limited to:

- Paid drivers' hours
- Number of rides provided, by eligibility category

- Number of rides provided for individual subscription service
- Number of rides provided for Medicaid non-medical clients
- Mileage per vehicle
- Vehicle hourly usage
- Fuel usage per vehicle
- Accident reports
- Incident report of any unusual events
- Operations log, including clients' comments
- No shows
- Ride delays and denials
- Fares and revenue collected
- Financial information necessary to fulfill auditing requirements
- Driver Training Report

Contractor will provide prompt quarterly ridership, revenue miles, and revenue hours reports to the County within twenty days after the end of the quarter.

7.02 Access to Records. Authorized representatives of the County, the Oregon Department of Transportation, the State of Oregon Secretary of State's audit Division, or the State or Oregon Executive Department, and other appropriate state and federal agencies will have access to all records of the Contractor relating to this agreement at all reasonable times and places in order to satisfy audit or program evaluation purposes deemed necessary by the County, Federal government, or State of Oregon and permitted under law. Contractor will permit authorized representative of County, Federal government, or state of Oregon to perform site review of all services or financial records covered by this agreement.

7.03 Independent Audits. Any independent audit report of Contractor's activities or finances prepared for Contractor will be submitted to the County. County may elect to have its own independent audit performed on Contractor's activities or finances or require Contractor to have an independent audit performed as approved and directed by the County, with said costs borne by the County.

7.04 Reports. Contractor will assist in the preparation of state reports as needed, provide financial statements, operating and statistical data, monitor fixed assets inventory and perform an annual inventory, Reports will include, but not be limited to:

1. Quarterly Reports: contractor will submit a quarterly FTA 5310 report in a form approved by the County no later than twenty (25) days following the quarter. Quarters will be based on the July 1 to June 30 fiscal year. Failure to submit FTA reports when due may result in the withholding of subsequent payments.

2. Annually: Financial statement in accordance with generally accepted accounting principles will be submitted for the previous accounting year or for the most recently completed fiscal year reflecting current financial condition, including a full and detailed presentation of the true condition of the Contractor's assets, liabilities, and net worth. In the event that Contractor's fiscal year is reported on a basis other than calendar year or the financial statements have not been prepared, the latest annual financial report along with a current financial report (balance sheet, income and cash flow statements) will be acceptable.

A list of reporting requirements as of the date of this agreement is attached as Exhibit B

8. Assurances. Contractor shall:

- A. Make payment promptly, as due, to all persons supplying such labor or material for the prosecution of the work provided for in such contract.
- B. Pay all contributions or amounts due to the Worker's Benefit Fund from such contractor or subcontractor incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

III. COUNTY OBLIGATIONS

1. Compensation for Purchased Services.

IV. GENERAL CONDITIONS

1. **Non-Exclusive.** This agreement between the parties does not prohibit the Contractor from providing other transportation services for outside clients or agencies, provided those outside services do not prevent Contractor from satisfactorily providing said services to the County.
2. **Confidentiality.** Pursuant to ORS chapters 40, 192.501 and 192.502, Contractor will protect the confidentiality of the individuals served within the scope of this agreement. Any information which is privileged and confidential and any discussion or documents reviewed and disclosed about an individual served will not be disclosed except to the Grants Administrator. The County will make the determination on whether to disclose the requested information.

3. **Indemnification/Hold Harmless.** Contractor will defend, indemnify and hold harmless the County, its officers, and employees from and against any and all liability, claims, demands, suits, causes of action, loss, damage, costs, and expense, including attorney’s fees and witness costs, arising out of or resulting from the willful or negligent acts, errors, or omissions of the Contractor, its officers, employees, or agents in the performance of their services or organizational operations under this agreement. Contractor agrees to be responsible for its own acts and those of subordinates, employees and subcontractors during the life of the agreement. Contractor is not responsible for liability arising out of the sole negligence of County and its employees.

4. **Insurance.** Contractor and its subcontractors will maintain insurance acceptable to the County in full force and effect throughout the term of this agreement. It is agreed that any insurance maintained by County will apply in excess of, and not contribute with, insurance provided by Contractor. Contractor will strive to meet requirements of its insurance carrier that will enable receipt of the best possible insurance rating and premium.

The policy or policies of insurance maintained by Contractor and its subcontractors, if any, will provide at least the following limits and coverage for all vehicles used in the Baker County Transportation Program.

General Liability

Personal Injury, Bodily Injury	\$2,000,000 per
Occurrence and Property Damage:	\$4,000,000 per
Aggregate	

Automobile Liability

Covering any vehicle	\$2,000,000 per
Accident used on County business	

Worker’s Compensation

Per Oregon Revised Statutes
ORS Chapter 656.017-656.260

Contractor must provide proof of increased insurance coverage to coincide with statutory increases in the tort liability caps.

Worker’s Compensation Insurance will be provided as per Oregon State Statutes. If Contractor employs subject workers under ORS 656.027, it is a subject employer under ORS 656.23 and will provide worker’s compensation insurance for all subject employees under ORS 656.017.

Worker’s compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Baker County as an additional insured but must list Baker County as a certificate holder and provide a 30-day notice of cancellation to Baker County.

Contractor's general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Baker County, its officers, agents and employees as additional insureds and shall provide Baker County with a 30-day notice of cancellation.

Certificates of Insurance shall be forwarded to:

Baker County
Attn: ODOT Grants Administrator
1995 3rd St.
Baker City, OR 97814

Contractor agrees to deposit with the County, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the County during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.

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.

Failure to maintain any insurance coverage required by this agreement will be cause for immediate termination of this agreement by Baker County.

- 5. Reference to Applicable Laws.** This agreement is, in all aspects, subject to the laws of the State of Oregon, particularly ORS 279B.270, 279C.500 through 279C.520 and 279C.530, as amended. The County and Contractor agree to comply with the provisions of all Federal, State, and local laws that are applicable to the performance under this agreement. Both the County and Contractor are bound by the terms of agreements between the County and the State of Oregon.

Both the County and Contractor are bound by the terms of the intergovernmental agreements between the County and the State of Oregon for the provision of transportation services for Title XIX Medicaid clients. The terms and conditions of those agreements are incorporated in this agreement by reference.

- 6. Waiver.** Waiver of any breach of any provision of this agreement by either party will not operate as a waiver of any subsequent breach of the same or any other provision of this agreement.
- 7. Independent Contractor.** For purposes of this agreement, Contractor is an independent contractor. Contractor's duties will be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same of similar services for

others. The manner in which the services are performed will be controlled by Contractor; however, the nature of the services and the results to be achieved will be specified by County. Contractor is not to be deemed an agent of County and has no authority to make any binding commitments or obligations on behalf of County except to the extent expressly provided herein.

8. **Non Discrimination.** The parties agree not to discriminate on the basis of race, religion, sex, age, color, national origin, disability, source of income, sexual orientation, or gender identity in the enforcement and execution of this agreement. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of County-assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the County deems appropriate.

Without limiting the generality of the foregoing, both the County and the Contractor expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425 (Discrimination against disabled persons by employment agency, labor organization or place of public accommodation prohibited; mental disorder treatment not evidence of inability to work or manage property); (iv) all regulations and administration rules established pursuant of the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. **Title VI.** USDOT regulations declare that the following discriminatory practices must be prohibited by a Transportation Agency directive. Illegal discrimination can occur when an individual or group representing a protected class is denied program services, aids, or benefits. Examples of discriminatory practices may include, but are not limited to, the following:

- Denial to an individual any service, financial aid, or other benefit provided under the program;
- Distinctions in the quality, quantity, or manner in which the benefit is provided;
- Segregation or separate treatment in any part of the program;
- Restriction in the enjoyment of any advantages; privileges, or other benefits provided to others;
- Different standards or requirements for participation;
- Methods of administration which directly or through contractual relationships would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Discrimination in any activities related to transportation and infrastructure or facility built or repaired in whole or in part with Federal funds;
- Discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

County is committed to developing and maintaining transit services that are free from any form of discrimination. Contractor will ensure that its transportation operations, policies, and activities on behalf of the county will comply with Title VI requirements. Contractor will maintain its procedures, and where necessary perform corrective actions, to ensure the equal protection, treatment, and representation of all persons without discrimination including, but not limited to age, citizenship status, race, ethnicity, marital or familial status, gender identity or expression, mental disability, national origin, physical disability, religion, religious observance, sexual orientation, and source or level of income.

10. Integration. Contractor shall perform the scope of service described in the documents listed below and by this reference are incorporated into and made a part of this agreement. Any conflict between any of the documents listed below shall be resolved in favor of that document which has the lower number, listed in the parentheses below.

- (1) This Contract between COUNTY and CONTRACTOR, including the Baker County Standard Contract Provisions attached.
- (2) COUNTY Request for Proposals (RFP) documents dated September 19, 2024, a copy of which is included in this agreement.
- (3) CONTRACTOR’S Response to RFP dated _____, a copy of which is included in this agreement.

This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes all prior communication, representations or agreements, either oral or written, between the parties. This agreement will not be amended except in writing, signed by both parties.

11. Interpretation. This agreement will be governed by and interpreted in accordance with the laws of the State of Oregon. All actions relating to this agreement will be tried before the courts of the State of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any action will lie in the circuit Court of Baker County, Oregon.

12. Severability. The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

13. Contractual Resolution and Arbitration. It is in the best interests of the Transportation Program, its clients, and the parties, that the contractual questions and disputes be resolved faithfully between the parties. In the event of a contractual dispute that cannot be resolved in good faith between the parties, either party may request binding arbitration. If this occurs, each party will select an arbitrator, and those two arbitrators will select a third arbitrator. The decision of the arbitrators will be final, and

the results of arbitration will be binding upon the parties. Costs of arbitration will be borne equally by the two parties.

- 14. Force Majeure.** It is agreed by the parties that in the event Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, civil disturbance, or any other similar conditions, County will excuse Contractor from performance hereunder.

County will have the right to immediately take over and assume all transportation responsibilities during the period of time Contractor is unable to perform as outlined in this agreement as a result of conditions specified above.

If Contractor cannot provide transportation services for any reason, including a labor dispute or strike, the County will have the right to take over and operate the transportation system for the duration of the period of Contractor's service disruption. Contractor may be required to reimburse the County for up to half of any cost of said operation in excess of County's costs as if contractor had provided service during said period pursuant to this agreement. If it is necessary for the County to employ this provision of the agreement, the County agrees to use the most cost effective method of adequately providing the affected services.

- 15. Termination.** Notwithstanding any other provision of this agreement to the contrary, this agreement may be terminated as follows:

15.01 Either party may terminate this agreement upon ninety (90) days written notice to the other party. The parties, by mutual written agreement, may jointly terminate this agreement at any other specified time.

15.02 County may terminate this agreement within ninety (90) days of written notice to Contractor, or at such later date as may be established by County, under the following circumstances:

- A. If State or County regulations are modified, changed, or interpreted in such a way that the services are no longer allowable as contemplated in this agreement.
- B. If Contractor fails to perform any of its obligations under this agreement, within the time and in the manner provided, or otherwise violates any of the terms of this agreement, county may terminate the agreement within thirty (30) days written notice to Contractor stating the reason for termination. If county terminates pursuant to this paragraph, Contractor will submit a report of total expenditures for the revised agreement period. There will be deducted from such amount, the amount of damage, if any, sustained by County due to the breach of the agreement by the Contractor. Any County funds not obligated at the date of termination or cancellation will revert to the County according to instructions furnished by the County.

15.03 Contractor may terminate this agreement within ninety (90) days of written notice to the county, or at such later date as may be established by mutual agreement if Contractor is unable to perform any of its obligations under this agreement within the time and in the manner specified. If Contractor terminates pursuant to this section:

1. Contractor will submit a report of total drivers' hours and all other costs associated with subscription service within thirty (30) days of termination date.
2. County will reimburse Contractor for all services rendered through the date of termination, with deductions for damages, if any, sustained by County due to early termination of the agreement by Contractor.

16. Modification. If State or County regulations are modified, changed, or interpreted in such a way that the services are no longer allowable as contemplated in this agreement, the agreement may be amended by mutual agreement of the parties to accommodate a reduction in funding.

17. Assignment. This agreement is for the exclusive benefit of the County and the Contractor. It will not be assigned, transferred or pledged by either party without the prior, written consent of the other party.

18. Appropriation of Funds. Notwithstanding any other provision of this agreement to the contrary, if funding for his service is not appropriated through the State of Oregon FTA 5210 Funds, or Baker County, the County reserves the right to cancel this agreement prior to June 30 of each year of the agreement period. If the County, exercises this right, neither the County nor Contractor will have any obligations under the terms of this agreement.

19. Term of Agreement. This agreement is for a two year period beginning on July 1, 2025, and continuing to June 30, 2027

20. Renewal. By April 1, 2027, either party may give written notice of its willingness to extend this agreement under existing terms for up to two additional one-year periods. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. Renewal of the agreement will be exercised only when such continuation is deemed in the best interest of the County. Upon the conclusion of successful negotiations between Contractor and County, the new agreement may be tentatively completed as early as July 1 of that same year, subsequent to final approval and appropriation of funds by the Baker county Board of Commissioners.

21. Legal Notices and Addresses. Any notices permitted or required by this agreement will be deemed given when personally delivered or upon deposit in the United States mail,

postage fully prepaid, certified, and return receipt requested. Notice to County will be given to:

Baker County
Baker County Commission
1995 Third St
Baker City, OR 97814

With a copy sent to:
Doni Bruland
Grants Administrator
1995 Third St
Baker City, OR 97814

Or such other address as is from time to time furnished in writing by County to Contractor.

Notice to Contractor will be given to:
TBD

Or such other address as is from time to time furnished in writing to County by Contractor.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date above written.

CONTRACTOR

BAKER COUNTY OREGON

Shane Alderson, Chair

Christina Witham, Commissioner

Bruce Nichols, Commissioner

ATTACHMENT J

Baker County Standard Contract Provisions

Except as otherwise provided in the solicitation document or otherwise approved by Baker County and its legal counsel, the following standard public contract provisions shall be included expressly by reference in each contract of Baker County.

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. ORS 279C.505
2. Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund (SAIF) and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract. ORS 279C.505
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim. ORS 279C.505
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279C.505
5. For Public Improvement Contracts and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or contractor by reason of the contract. The payment of a claim in a manner authorized here shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved. ORS 279C.515
6. Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service. 279B.230, 279C.530
7. For Public Improvement Contracts, the Contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505

8. With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

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

b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Thursday, and

c. All work performed on the day specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540 (1) for public improvement contracts.

For personal service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 or 653.261 or under 29 USC Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 2791C.540 (for non-public improvement contracts) including contracts involving collective bargaining agreements, contracts for services and contracts for fire prevention and suppression. This paragraph does not apply to contracts for purchase of goods or personal property.

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

9. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act. ORS 279C.840

10. As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. Entitles which have enacted such laws or regulations include the following: **Federal:** Department of Agriculture, Forest Service, Soil Conservation Service, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission,

Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Coast Guard, Federal Highway Administration, Water Resources Council, and Department of Homeland Security. **State:** Department of Administrative Services, Department of Agriculture, Department of Consumer and Business Services, Oregon Occupational Safety and Health Division, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Land Conservation and Development, Department of Parks and Recreation, Soil and Water Conservation Commission, State Engineer, Department of Transportation, State Land Board, Water Resources Department. **Local:** City Councils, County Boards of Commissioners, County Service Districts, Sanitary Districts, Water Districts, Fire Protection Districts, Weed Districts and Planning Commissions.

If new or amended statutes, ordinances or regulations are adopted or the Contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection, which requires compliance with federal, state or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the Contractor shall have all the rights and obligations specified in ORS 279C.525. ORS 279C.525

11. The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs, and overhead per ORS 297C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract. ORS 279C.655, ORS 279C.660 and ORS 279C.665

12. If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this subsection, the County shall have no further obligation

to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor. ORS 294.100

13. By execution of the contract, contractor certifies, under penalty of perjury that:
a. To the best of contractor’s knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

c. Contractor prepared its bid or proposal related to this Agreement independently from all other bidders or proposers, and without collusion, fraud or other dishonesty.

14. Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal. ORS 279A.120, ORS 279A.128

15. Contractor agrees not to assign the contract or any payments due under the contract without the proposed assignee being first approved and accepted in writing by the County. ORS 294.100

16. Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

17. The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor’s failure to obtain full information in advance in regard to all conditions pertaining to the work.

18. All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

19. The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractor Board registration or Landscape Contractor Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the contract.

20. Unless otherwise provided, data which originates from the contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the

County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under the contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of the contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under the contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

21. If as a result of the contract, the contractor produces a report, paper publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 ½" by 11" paper, the contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements. In all other cases Contractor shall make reasonable efforts to use recycled materials in the performance of work required under the contract. ORS 279A.125

22. As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved, site, if feasible and cost-effective.

23. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract, price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. ORS 279A.120

24. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for violation of or to interpret any of the terms of the contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

25. Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under the Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.

26. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under the Contract.

27. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

28. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139;
- d. Executive Order 11246, as amended;
- e. the Health Insurance Portability and Accountability Act of 1996;
- f. the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- g. the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- h. ORS Chapter 659A, as amended;
- i. all regulations and administrative rules established pursuant to the foregoing laws; and
- j. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The above listed laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract or required by law to be so incorporated.

29. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

30. Indemnification. To the fullest extent authorized by law, Contractor agrees to indemnify, defend, reimburse and hold harmless County, its officers, employees and agents (the "Indemnified Parties") from any and all threatened, alleged or actual claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage, personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of

contract, breach of warranty (express or implied), or other improper conduct of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. If claims are asserted against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

31. For all Public Improvement Contracts, contractor and subcontractors must have must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (Public works bond) (4), (7), (8) or (9). ORS 279C.830