REQUEST FOR PROPOSALS
GOODS AND SERVICES

Vanpool Services for
City of Wilsonville and Agencies

ADVERTISEMENT DATE: April 29, 2019

Address Proposals to:
City of Wilsonville
Attn: Nicole Hendrix
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals Due: Wednesday, May 29, 2019, by 2:00 PM, local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: “Request for Proposals – Vanpool Services,” and sent to the attention of Nicole Hendrix, Transit Management Analyst. Include the name and address of the Proposer.

Proposers must submit three (3) hard copy sets of the Proposal and one (1) digital, electronic file version on a USB thumb drive.

Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.
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ATTACHMENT A

SAMPLE GOODS AND SERVICES CONTRACT ....................................................................... 1
Request for Proposals

The City of Wilsonville, Oregon (“City”) is requesting Proposals in order to select a qualified contractor to provide vanpool services for the City of Wilsonville and its agencies (“Vanpool Project”). Interested contractors (“Proposers”) are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this Request for Proposals (RFP). This Project ☒ does ☐ does not involve federal funds.

I. Project Description

The City of Wilsonville, through its South Metro Area Regional Transit (SMART), is seeking a third-party vanpool vendor to provide vanpool services to its customers. The services must be open to the public. Cost to customers will be partially subsidized by the City of Wilsonville through reimbursement to the vanpool vendor.

II. Scope of Work

The City of Wilsonville seeks to create greater access to vanpooling services for commuters and the public by working with a third-party vanpool vendor (“Vendor”) to provide a monthly vanpool subsidy to its customers. The geographic scope that qualifies for the subsidy is a vanpool trip leaving or arriving in Wilsonville.

The Vendor selected needs to have the capacity to collaborate with the existing third-party vanpool vendor that operates Valley Vanpool, currently Enterprise Rideshare. Valley Vanpool is a consortium of Point2Point, Cherriots Trip Choice, and the Oregon Cascades West Council of Governments that operates as Valley Vanpool and manages 60 subsidized commuter vanpools in the mid-Willamette Valley. The City is looking to become a Valley Vanpool partner, which means the Vendor selected will need to coordinate with Valley Vanpool partners.

The City will subsidize vanpool fares on a per vehicle basis. Subsidies are based on the size of vehicle, distance of commute, and the reporting area Urbanized Area “UZA” size. The subsidy program is subject to change at the discretion of the City.

The selected Vendor will work with the City to provide marketing materials for vanpool branding and will manage printing and application of vanpool graphics on each new vehicle that is placed into service, as well as replace any damaged graphics. Proposers should specifically address how the costs of this would be covered. All vans must be exclusively branded and detailed graphics will be provided by the City.

For more detailed information on the Scope of Work, see Attachment A – Goods and Services Contract (hereinafter referred to as “Goods and Services Contract” or “Contract”) and Exhibit A attached thereto.

The City reserves the right to modify the Scope of Work based on the Proposer’s Proposal.
III. Term of Project

The Contract awarded will be a two (2) year contract, with three (3) two-year extension options, which may be exercised in the City’s sole discretion.

IV. Minimum Qualifications

To be considered for award of the Contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of the Proposal.

1. Proposer shall demonstrate a minimum of seven (7) years’ experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.

2. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.

3. Each Proposer shall submit with its Proposal a current D&B financial statement, or a written statement from the owner or chief financial officer, certifying that the firm has adequate funds to support and complete this Project.

4. All equipment proposed must conform to the minimum specifications outlined in the Technical Specifications. Where a brand name is referenced it shall be understood that an approved equal is acceptable in accordance with the following instructions. The brand is used to convey the quality and features of the model provided. Should a Proposer be unable to meet the Technical Specifications, the Proposer may request an approved equal on the form included herein (Attachment B). Any requests for an approved equal must be fully supported with technical data, test results, and other pertinent information, as evidence that the substitute product offered is equal to or better than the minimum specifications included herein. Requests for approved equals shall be submitted no later than five (5) days prior to the Proposal due date. Requests may be mailed, sent via facsimile, or electronically to the Project Manager listed in Section X. Responses to such requests shall be returned to Proposers no later than four (4) days prior to the Proposal due date.

5. If the Proposal is submitted by a corporation, it shall be signed with the name and address of the corporation, followed by the written signature of the officer signing, and a printed or typewritten designation of the office he/she holds in the corporation.

V. Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.
Proposal Format
Proposals shall be typewritten, with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet. All Proposals shall include the following information, organized as separate sections.

Project Understanding
Proposals shall demonstrate the contractor’s understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

Project Approach
Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer’s ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer’s approach and methodology for preparing project cost estimates, including the services being solicited by the RFP, as well as the cost of permits, acquisitions, and construction.
3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
4. Identify Proposer’s specific team members, including key subcontractors, and resources assigned to each task and activity of the RFP.
5. Describe Proposer’s approach to complete the tasks and activities of this RFP in a timely manner and control costs.
6. Describe Proposer’s approach to unanticipated issues that may arise during the Project.
7. Describe Proposer’s quality assurance and quality control procedures to be implemented on this Project.
8. Describe Proposer’s approach and abilities to interact and engage stakeholders.
9. Identify and describe the deliverables that will result from each task and activity.
10. Identify key points of input and review with City staff.
Contractor Experience
Proposals shall provide a brief work history of Proposer’s and any subcontractor’s projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the Proposer’s and key subcontractor’s firm size, office locations, and relevant capabilities and resources to be utilized on this Project.

2. Describe Proposer’s and any key subcontractors’ work experience that corresponds with the Project needs as identified in this RFP.

3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last five (5) years that best characterize Proposer’s experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section:
   - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
   - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
   - Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

Project Team Experience
Proposals shall identify the team to be assigned to the Project by name, describing each member’s qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any subcontractors to be assigned to this Project, and their length of tenure with the firm.

2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel on similar projects in similar roles, including subcontractors, to be assigned to this Project.

3. Identify the Project roles and responsibilities of all key personnel.

4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.

5. Describe the extent of principal and project manager involvement.

6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.

7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.
References
Proposers shall submit names, addresses, and phone numbers of three (3) references familiar with the Proposer’s ability, experience, and reliability in the performance of and management of vanpools and NTD reporting.

Project Cost

The Proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. At a minimum, the Proposal shall include the lease cost for vanpool vehicles accommodating 7, 8, 12, or 15 passengers, including a list of standard vehicle amenities, plus:

• Indicate if and what additional amenities might be available at a higher price point, and what the cost of those amenities would be.
• Indicate if there would be any pricing difference for vans equipped with lifts for wheelchairs or other devices to comply the American with Disabilities Act.

The City will subsidize vanpool fares on a per vehicle basis. Subsidies are based on the size of vehicle, distance of commute, and the reporting area Urbanized Area “UZA” size. The subsidy program is subject to change at the discretion of the City.

Project Schedule
Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

Contract Termination
If Proposer’s firm has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Supporting Information
1. Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: “There is no additional information we wish to present.”
VI. Proposal Submission

Proposal Submission Requirements
Proposers must submit three (3) hard copies of their written Proposal and one digital, electronic-file version on a USB thumb drive, sealed in an opaque envelope, plainly marked “Request for Proposals – Vanpool Services,” and including the name and address of the Proposer. Proposals must be addressed and submitted to the following location by 2:00 p.m. local time on Wednesday, May 29, 2019:

City of Wilsonville
Attn: Nicole Hendrix
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

RFP Change Requests
A prospective Proposer may request a change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville
Attn: Nicole Hendrix
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

hendrix@ridesmart.com

All change requests shall include “RFP Change Request – Vanpool Services” in the subject line or written on the front of the envelope and be submitted, in writing, by 2:00 p.m. local time on May 22, 2019. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all change requests submitted before the listed time and date due within a reasonable time following receipt of the change request. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

VII. Proposal Evaluation and Selection

All written Proposals received at City Hall by the deadline will be reviewed by a Selection Review Committee. The Selection Review Committee will comprise of City staff and statewide vanpool coordinators. One or more finalists may be invited to an interview after the written Proposals have been reviewed. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.
At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no Proposal that is deemed to best fit the needs of the City.

**Written Evaluation**
Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

**WRITTEN PROPOSAL EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
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</thead>
<tbody>
<tr>
<td>Project understanding and work plan</td>
<td>[30]</td>
</tr>
<tr>
<td>Experience and demonstrated ability of Vendor in providing</td>
<td>[25]</td>
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<tr>
<td>similar projects</td>
<td></td>
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<tr>
<td>Cost</td>
<td>[20]</td>
</tr>
<tr>
<td>Qualifications and experience of key staff (principals,</td>
<td>[15]</td>
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<td>project managers, and other key personnel)</td>
<td></td>
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<tr>
<td>Overall quality of Proposal and conformance with RFP</td>
<td>[10]</td>
</tr>
<tr>
<td>requirements for content</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100 Points</td>
</tr>
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In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process.

**Explanation of Evaluation Criteria**

*Proposer’s Experience/Demonstrated Results:* Proposal team’s experience and success with similar projects, as identified in Section IV - Minimum Qualifications.

*Qualifications of Personnel:* Prior experiences and work-products of Proposer’s team members and how relevant to this Project.

*Cost:* The maximum services provided in relation to the fee charged and the value of the overall Project; the budget is reasonable and appropriate.

*Proposal Quality:* Quality and creativity of the Proposal and points addressed in the Scope of Work, and the likelihood of achieving program objectives.

**Interview Evaluation**

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and the
Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interviewed finalist by total score. The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients, and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of the Proposer’s substandard workmanship.

**Successful Proposer Determination**
The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee’s decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City’s selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final Contract that is in the best interest of the City. The City will only negotiate those provisions of the Contract that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council. The Wilsonville City Council will then make the final contract award decision.

**Award Protest**
A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Wilsonville  
Attn: Nicole Hendrix  
29799 SW Town Center Loop East  
Wilsonville, OR 97070  
OR  
hendrix@ridesmart.com

Award protests shall include “Award Protest – Vanpool Services” in the subject line or written on the front of the envelope. The written protest must be received by the City no later than
5:00 p.m. local time on June 21, 2019. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City’s written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City’s decision regarding the protest is final and concludes the administrative appeals process.

VIII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

- Advertise Request for Proposals: April 29, 2019
- RFP Change Request Deadline: May 22, 2019, 5:00 p.m.
- RFP Question Submission Deadline: May 22, 2019, 5:00 p.m.
- Addenda Issuance Deadline: May 24, 2019
- Proposals Due: May 29, 2019, 2:00 p.m.
- Interviews Scheduled (if required): June 3, 2019
- Evaluation of Proposals Complete: June 10, 2019
- Notice of Intent to Award: June 14, 2019
- Award Protest Deadline: June 21, 2019, 5:00 p.m.
- Notice of Award: July 5, 2019

IX. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. RFP documents can also be downloaded from the City’s website at https://www.ci.wilsonville.or.us/rfps (select the project link). Contact Nicole Hendrix at (503) 685-9095 to obtain RFP documents by mail. The City of Wilsonville shall not be held responsible for the delivery of the documents.

X. Project Manager

SMART Transit is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, all questions and
inquiries shall be addressed to the City’s Project Manager, who shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Nicole Hendrix, Transit Management Analyst
Telephone: (503) 685-9095; Fax: (503) 685-9180
hendrix@ridesmart.com

The City of Wilsonville reserves the right to disqualify any Proposer who contacts a City of Wilsonville Council Member, official, employee, or agent concerning this RFP.

XI. RFP Questions

Proposers shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville
Attn: Nicole Hendrix
29799 SW Town Center Loop East
Wilsonville, OR 97070
OR
hendrix@ridesmart.com

All questions shall include “RFP Questions – Vanpool Services” in the subject line or written on the front of the envelope and be submitted in writing by 2:00 p.m. local time on May 22, 2019. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City’s Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until 2:00 p.m. local time on May 22, 2019. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after 2:00 p.m. local time on May 22, 2019, will not be addressed.

For the sake of fairness, Proposers are not allowed to contact any City staff or official, other than the Project Manager, concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

XII. General RFP Information

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up or standard mail, and will be made available for download at http://www.ci.wilsonville.or.us/rfps.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.
No addenda will be issued later than **May 24, 2019**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

**Intergovernmental Cooperative Agreement**

Pursuant to ORS 279A.215, this solicitation is a Permissive Cooperative Procurement and, as such, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resulting contract.

In order for authorized agencies to utilize a Permissive Cooperative Contract pursuant to ORS 279A.215, generally authorized agencies may:

1. Establish a contract with the contractor to purchase the services awarded by this solicitation;

2. Not materially change or alter the terms, conditions, and prices from the original contract between the contractor and the City.

Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor’s obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation.

**Confidentiality**

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

> “This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.
The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer’s sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation
The City reserves the right to cancel this RFP or the contract award, at any time before execution of the Contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals
All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes
In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications
By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. The Proposer has carefully examined all RFP documents, including the draft Goods and Services Contract (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, the Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Contract.

2. The Proposer is familiar with the local conditions under which the work will be performed.

3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.

4. The Proposer accepts all of the terms of the City’s Goods and Services Contract and warrants that Proposer will fully meet all of the insurance requirements contained
therein. If the Proposer wishes to amend or modify any terms of the Goods and
Services Contract, such amendment or modification must be stated in particularity in
the Proposal. Proposed changes to the draft Goods and Services Contract not stated at
the time of Proposal submission will not be considered. Changes stated will be
considered but may not be agreed upon by the City for contract award. If the City does
not agree with such noted changes, the Proposer may withdraw the proposed change or
the entire Proposal and the City may elect to award the Contract to the next highest
ranked Proposer.

5. The Proposer certifies, and in the case of sole proprietorship, partnership, or
corporation, each party thereto certifies as to its own organization, under penalty of
perjury, that to the best of Proposer’s knowledge and belief, no elected official,
employee, or person whose salary is payable, in whole or in part, by the City has a direct
or indirect financial interest in the Proposal or in the services to which it relates, or in
any of the profits thereof, other than as fully described in the Proposer’s response to
this solicitation.

6. The Proposer has examined all parts of the RFP, including all requirements and contract
terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept
the contract documents thereto, unless substantive changes are made in same without
the approval of the Proposer.

7. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal;
and no person, firm, or corporation, other than that named, has any interest in the
Proposal, or in the proposed Contract.

8. The Proposer has quality experience providing the types of services and duties as
described within the Scope of Work of this RFP.

9. The Proposer shall also certify Proposer’s state of residence.

Nondiscrimination
By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under
penalty of perjury, that the Proposer has not discriminated against minorities, women, or
emerging small business enterprises, or a business enterprise that is owned or controlled by
or that employs a disabled veteran, in obtaining any required subcontracts.

Competition
Prospective Proposers are encouraged to comment, either with their Proposals or at any other
time, in writing, on any specification or requirement within this RFP which the Proposer
believes will inordinately limit competition.

Proposal Liability
Proposers responding to this RFP do so solely at their expense, and the City is not responsible
for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing
so is at their own risk and the City shall have no liability related thereto. Finalists invited to
participate in interview evaluations are responsible for scheduling and paying for their own
travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City’s selection decision.

City Requests for Clarification, Additional Research, and Revisions
The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

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

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals
The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer
A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City at the Proposal submittal location prior to the time and date the Proposals
are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be worded so as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

**Duration of Proposal**
Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

**Local and Federal Requirements**
The City of Wilsonville intends to select a [consultant/contractor] in accordance with Oregon law and the City’s municipal code. Selection of a [consultant/contractor] under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected [consultant/contractor] shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 695A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected [consultant/contractor] is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this Contract. The City of Wilsonville’s programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.
ATTACHMENT A

SAMPLE GOODS AND SERVICES CONTRACT
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CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") for the Vanpool Services Project ("Project") is made and entered into on this _____ day of _______________ 2019 ("Effective Date") by and between the City of Wilsonville, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and ______________________________, a(n) ___________ [state] ______________ [corporation/limited liability company, etc.] (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

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

AGREEMENT

Section 1. Scope of Work

Contractor will diligently perform the vanpool services, as more particularly described in the Scope of Work for the Project, attached hereto as Exhibit A and incorporated by reference herein.

Section 2. Term

Unless earlier terminated in accordance herewith, the term of this Agreement shall be from the Effective Date for a period of three (3) years ("Initial Term"), with two (2) one-year extension options ("Extension Term"), which may be exercised in the City’s sole discretion. Any extension option must be exercised by the City, in writing, prior to expiration of the Initial Term of this Agreement or any subsequent Extension Term. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this Section 3, the City agrees to pay Contractor a not to exceed amount of ___________________________ DOLLARS ($______) for
performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require express written agreement between the City and Contractor.

3.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

3.4. The City is only responsible for payment of the agreed upon subsidy for each vehicle. It is Contractor’s responsibility to bill and collect the remaining portion of the vanpool fares from vanpool riders and drivers. The City does not guarantee any fare revenue to Contractor and will not indemnify Contractor for any financial losses due to vanpool participants’ unwillingness or inability to pay, or for any other reason.

Section 4. City’s Rights and Responsibilities

The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 5. Project Managers

The City’s Project Manager is Nicole Hendrix. Contractor’s Project Manager is ____________.

Section 6. Subcontractors and Assignments

Contractor shall not subcontract with others for any of the Services prescribed herein. Contractor shall not assign any of Contractor’s rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City’s sole discretion.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor’s sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor’s sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract
Sum provided for under Section 3 of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor’s Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor’s Work so such Work meets the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing this Contract.

8.3. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which 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.

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. 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.

8.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, 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 (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the ‘Project’ as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.
8.12. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

8.13. Because this Contract is funded, in part, by federal funds, Contractor must comply with all required federal provisions, as set forth in Section 9, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.


This Contract is funded, in whole or in part, with federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

9.1. **Clean Air and Clean Water.** Contractor agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 et seq.). Contractor agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Contractor understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

9.2. **Energy Conservation.** 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.

9.3. **Lobbying Restrictions.** Contractor certifies, to the best of its knowledge and belief, that:

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

9.3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
9.3.3. Contractor will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

9.4. **Access to Records.** The following federal access to records requirements apply to this Contract:

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

9.4.2. **Retention Period.** Contractor agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Contractor will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be maintained until the City, SMART, 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.

9.4.3. **Access to Records.** Contractor agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Contractor which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

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

9.5. **Civil Rights Requirements.**

Under this Contract, Contractor will, at all times, comply with the following requirements:
9.5.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

9.5.2. Race, Color, Religion, National Origin, Sex. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.5.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (29 USC § 6101 et seq.); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

9.5.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 et seq.); and federal transit law at 49 USC § 5332, Contractor agrees
that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

9.6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

9.6.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 et seq.), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

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

9.7. **Suspension and Debarment.**

9.7.1. Contractor must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Contractor is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

9.7.2. Contractor is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor has certified as follows:

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

9.8. Safe Operation of Motor Vehicles. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

9.9. Substance Abuse Testing. Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Oregon Department of Transportation, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655, and review the testing process. Contractor agrees further to certify annually its compliance with Part 655 before February 1st and to submit the Management Information System (MIS) reports before March 1st to Nicole Hendrix, Transit Management Analyst, City of Wilsonville, 29799 SW Town Center Loop East, Wilsonville, OR 97070. To certify compliance, Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

9.10. 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 any Master Agreement between the City and the 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.

9.11. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Contract and termination of this Contract can be found in Section 12, below.


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

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

9.13. Federal Transit Administration (FTA) Terms Controlling. 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 Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 10. Indemnity

10.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor’s negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in Subsection 10.2. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

10.2. Standard of Care. In the performance of the Work, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor’s profession, practicing in the Portland metropolitan area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor’s re-performance of any services, even if done at the City’s request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor’s failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.
Section 11. Insurance

11.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor’s activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor’s liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

11.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of $2,000,000 for each occurrence and $3,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of $2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of $50,000, and Medical Expense (any one person) in the minimum amount of $10,000. All of the foregoing coverages must be carried and maintained at all times during this Contract.

11.1.2. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $2,000,000.

11.1.3. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than $500,000 each accident.

11.1.4. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, and
Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder.

11.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days’ prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Early Termination; Default

12.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Contractor will be paid to complete any Work in process and, thereafter, this Contract shall be deemed terminated.

12.2. This Contract may also be terminated prior to the expiration of the agreed upon terms by the City if Contractor breaches this Contract and fails to immediately cure the breach within three (3) days of receipt of written notice of the breach from the City.

12.3. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in
good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

Section 13. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 14. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Nicole Hendrix, Transit Management Analyst
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: ___________________
___________________
___________________
___________________

Section 15. Miscellaneous Provisions

15.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

15.2. Cooperative Purchase. The parties intend that this Contract may be used by other public contracting agencies for a permissive cooperative procurement, as provided by ORS 279A.215. Any such permissive cooperative procurement shall be between the purchasing public contracting agency and Contractor, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and Contractor to use this Contract as a permissive cooperative procurement.

15.3. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.
15.4. **No Assignment.** Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

15.5. **Adherence to Law.** This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

15.6. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

15.7. **Jurisdiction.** Venue for any dispute will be in Clackamas County Circuit Court.

15.8. **Legal Action/Attorney Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

15.9. **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party’s rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15.10. **Severability.** If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

15.11. **Modification.** This Contract may not be modified except by written instrument executed by Contractor and the City.

15.12. **Time of the Essence.** Time is expressly made of the essence in the performance of this Contract.
15.13. **Calculation of Time.** Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

15.14. **Headings.** Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

15.15. **Number, Gender and Captions.** In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

15.16. **Good Faith and Reasonableness.** The Parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

15.17. **Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

15.18. **Interpretation.** As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

15.19. **Entire Agreement.** This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.
15.20. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

15.21. **Authority.** Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

______________________________

By: __________________________

Print Name: ___________________

As Its: _______________________

Employer I.D. No. _____________

**CITY:**

CITY OF WILSONVILLE

By: __________________________

Print Name: ___________________

As Its: _______________________

**APPROVED AS TO FORM:**

_____________________________

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon
EXHIBIT A
SCOPE OF WORK

Project Overview

The City of Wilsonville ("City") seeks to create greater access to vanpooling services for commuters and the public by working with a third-party vanpool vendor ("Contractor") to provide a monthly vanpool subsidy to its customers. The geographic scope that qualifies for the subsidy is a vanpool trip leaving or arriving in Wilsonville.

Contractor needs to have the capacity to collaborate with the existing third-party vanpool vendor that operates Valley Vanpool, currently Enterprise Rideshare. Valley Vanpool is a consortium of Point2Point, Cherriots Trip Choice, and the Oregon Cascades West Council of Governments that operates as Valley Vanpool and manages 60 subsidized commuter vanpools in the mid-Willamette Valley. The City is looking to become a Valley Vanpool partner, which means Contractor will need to coordinate with Valley Vanpool partners.

The City will subsidize vanpool fares on a per vehicle basis. Subsidies are based on the size of vehicle, distance of commute, and the reporting area Urbanized Area ("UZA") size. The subsidy program is subject to change at the discretion of the City.

Contractor Responsibilities

1. **Fleet Ownership and Operation** – Contractor must own and operate the vanpool fleet. This includes but is not limited to:
   a. Vehicle provision
      i. Fleet that can seat seven to fifteen passengers
      ii. Ability to provide wheelchair accessible vans for passengers for ADA individuals
      iii. Vehicles shall not be more than three (3) years old or have more than 100,000 miles of use at the inception between Contractor and the vanpool driver
   b. Vehicle delivery to vanpoolers
      i. Interior and exterior cleanliness of the vehicle at the time of delivery
      ii. Deliver vehicle within 20 days of requested time
      iii. Vehicle switch outs, delivery to new drivers, and pick up of vans when a vanpool group has disbanded
   c. Registrations and licensing
   d. Maintenance and repair
      i. Contractor must provide a backup van if a van breaks down or is not available for any portion of the commute trip
   e. Title Fees

2. **Emergency Ride Home** – Contractor must demonstrate that each rider of each vanpool will have an emergency ride home, either by taxicab, rental car, or equivalent, for at least four(4) rides per rider per year if the rider cannot return home on the vanpool due
to a qualified, unforeseen emergency. This program must be entirely administered by Contractor.

3. **Customer Service** – Contractor must provide customer service to vanpool program participants.
   a. Contractor shall respond to customer calls within 48 hours of report.
   b. Contractor shall provide all vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new drivers, and pick up of vans when a vanpool group has disbanded.

4. **Administrative Service – Ability to Work with Agency**
   a. Work with the City to provide marketing materials for vanpool branding.
   b. Manage printing and application of vanpool graphics on each new vehicle that is placed into service and replace any damaged graphics. All vans must be exclusively branded and detailed graphics will be provided by the City.
   c. Vanpool vendor logos may be added to the vehicles. They must be discretely added and compatible with City vanpool graphics.
   d. Meet with the City on a quarterly basis, at a minimum, to coordinate employer vanpool business opportunities.
   e. Define staff coverage - how Contractor resources are contributing to this Project.
   f. Billing – Contractor shall be responsible for collecting all van payments. Contractor must include an option that would allow employers to either subsidize the cost of each rider, either through a vanpool voucher or by direct payment. The City will not accept bills for services that have not been received. Additionally, the City will not accept bills for vanpools that have not completed a monthly NTD report. Award of and amount of subsidies will be provided in writing from the City to Contractor for each individual vanpool prior to any billing.
      i. For new vanpools, Contractor shall obtain a written agreement for the City to accept the vanpool and an additional agreement between the vanpool participant and/or employer leasing the vehicle. Contractor must also have an agreement between the vanpool participants and/or the participant’s employer.
      ii. Contractor must coordinate the development of agreements with Vanpool Administrator(s).

5. **Costs Estimates** – Contractor shall provide the agency with a proposed unsubsidized cost per month per van, broken down by type of vehicle and monthly mileage allowance, if applicable.

6. **Data Collection and Reporting**
   a. Number of vans in operation in City boundaries
   b. Contact information for passenger and drivers
   c. Origin and destination locations for each van
   d. Number of riders for each van
e. Number of empty seats for each van  

f. Number of commute days per month  

g. Daily round trip miles  

h. National Transit Database (NTD) - Supply reports for the Federal Transit Administration’s NTD reporting.  

i. The selected contractor will be entirely responsible for ensuring that all reports to the NTD are fully compliant with FTA requirements in terms of timeliness, completeness, and accuracy. Contractor shall be responsible for any penalties or other costs that result from noncompliance with FTA requirements.  

ii. Contractor shall collect information necessary for reporting to the NTD. Provide NTD reports to agency or its designee by the 10th of the month for the previous month’s data. Provide annual report information by October 10th of each year for the preceding fiscal year ending June 30. NTD information reported shall conform to current year’s NTD reporting manual.  

7. Record Retention  

a. A vehicle record file containing the following information shall be maintained:  

1) Vehicle maintenance history, including type, date, and mileage;  

2) Vehicle identification number;  

3) Vehicle loss control record listing incident description, date, mileage, and driver;  

4) Vehicle equipment check log verifying that special equipment has been checked according to the suggested schedule of the manufacturer, or at least semi-annually;  

5) Vehicle operation and safety check log recorded at the beginning of each workday and indicating that tires, brakes, lights, seat belt, and other relevant equipment are operational and the vehicle has not been damaged;  

6) Documentation that preventive maintenance was performed according to the schedule recommended by the vehicle manufacturer;  

7) Compliance with any FTA Purchasing requirements;  

8) Provide vans in a uniform color scheme and lettering acceptable to ODOT and its partners; and  

9) Provide make and model for each size of van, a description of the van, and a list of the vehicle amenities.  

b. Contractor shall maintain a preventative maintenance schedule that incorporates the schedule recommended by the vehicle manufacturer, or semi-annually, whichever is greater.  

c. Designated partners reserve the right to conduct an inspection at any time of Contractor’s vehicles being used for this service throughout the term of the Contract. Such inspections may either be conducted at the Contractor’s facility or some other agreed upon location. The Contractor shall make the vehicle available for inspection at no cost to the agency. Any inspection in no way diminishes the sole responsibility of the Contractor to operate and maintain a safe fleet of vehicles.
8. **License and Certification Compliance** - with local, state, and federal licenses and certifications.

9. **Safety Compliance** – Contractor will comply with all state and federal transportation safety standards regarding passenger safety and comfort. This will include, but not be limited to:
   a. Routine maintenance
   b. Working seat belts
   c. Appropriate safety equipment including at a minimum:
      i. First Aid Kit
      ii. UL approved Fire Extinguisher
      iii. Accident Report Form
      iv. Roadside reflective devices
      v. Flashlight
      vi. Chains or other traction devices when appropriate