

Salem Area Mass Transit District  
**BOARD OF DIRECTORS VIRTUAL MEETING**  
Thursday, December 17, 2020 at 6:30 PM

*Pursuant to Governor Brown’s Executive Order 20-16 issued in response to the COVID-19 pandemic, this meeting will be online only. Go to:*

GOOGLE MEET ID: [meet.google.com/agf-zwxv-riy](https://meet.google.com/agf-zwxv-riy)

Comcast Cable Channel 21

Cherriots Facebook Live at <https://www.facebook.com/cherriots/>

YouTube through CC:Media at <https://www.capitalcommunitymedia.org/all>

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**DRAFT AGENDA**

**A. CALL TO ORDER** (President Ian Davidson)

1. Note of Attendance for a Quorum
2. Pledge of Allegiance
3. “Safety Moment”

**B. ANNOUNCEMENTS & CHANGES TO AGENDA**

If any agenda item involves a potential conflict of interest, Board members should so note before the adoption of the Consent Calendar.

**C. PRESENTATION**

**D. PUBLIC COMMENT**

To offer testimony on any Board business, email your comments to: [board@cherriots.org](mailto:board@cherriots.org) by 5:00 p.m., the day of the Board meeting; or mail them to Attn: Board of Directors, Cherriots Administration Office, 555 Court Street NE, Salem, OR 97301. Testimony received will be acknowledged at the Board meeting and included in the minutes for public record.

**E. CONSENT CALENDAR**

Items on the Consent Calendar are considered routine business and are adopted as a group by a single motion unless a Board member requests to withdraw an item. Action on items pulled for discussion will be deferred until after adoption of the Consent Calendar.

**1. Approval of Minutes**

- a. November 19, 2020 Board of Directors Meeting ..... **3**

**2. Routine Business**

a. Approval of Contract Award for Operator Uniforms .....	9
b. Approval of an Advisory Committee Reappointment to the STFAC; and Revised Term of Service to Calendar Year for STIFAC members .....	11
c. Approval of Advisory Committee Chair and Vice-Chair Appointments .....	25
d. Approval of Budget Committee Appointments .....	32

**F. ITEMS DEFERRED FROM THE CONSENT CALENDAR**

**G. ACTION ITEMS**

1. Approval of Contract Award for South Salem Transit Center Consultant Services	37
Request for Proposal for Site Selection Services . . . . . go to pages	49-130
2. Approval of Contract Award for Project Management of MUNIS Implementation	39
3. Resolution No. 2020-12 Amendment to Adopted FY2021 Budget .....	41

**H. INFORMATIONAL REPORTS**

1. January 2021 Service Change Briefing .....	46
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**I. GENERAL MANAGER'S REPORT**

**J. BOARD OF DIRECTORS REPORTS**

Board members report on their Board assignments as representatives of the District. ....	48
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**K. ADJOURN BOARD MEETING**

**Next Regular Board Meeting and Work Session Date: Thursday, January 28, 2021**

This is an open and public meeting in a place that is ADA accessible. With 48 hours of notice, auxiliary hearing aids and services, and alternate formats are available to individuals with limited English proficiency. Requests can be made directly to the Clerk of the Board by phone at 503-588-2424 or with the assistance of TTY: Oregon Relay Services at 1-800-735-2900 (or 711). Cherriots administration office hours are Monday-Friday from 8:00 AM to 5:00 PM.

For an electronic copy of the Board's agenda packet, go to [www.cherriots.org/board](http://www.cherriots.org/board).

Esta es una reunión pública y abierta en un lugar al que se puede acceder por ADA. Con 48 horas de anticipación, los audífonos y servicios auxiliares y los formatos alternativos están disponibles para personas con dominio limitado del inglés. Las solicitudes se pueden hacer directamente al Secretario de la Junta por teléfono al 503-588-2424 o con la asistencia de TTY: Servicios de retransmisión de Oregon al 1-800-735-2900 (o 711). El horario de la oficina de administración de Cherriots es de lunes a viernes de 8:00 AM a 5:00 PM.

Para obtener una copia electrónica del paquete de la agenda de la Junta, vaya a [www.cherriots.org/board](http://www.cherriots.org/board).



Salem Area Mass Transit District  
BOARD OF DIRECTORS  
VIRTUAL MEETING

November 19, 2020

Index of Board Actions

<u>Action</u>	<u>Page</u>
Moved to approve the Consent Calendar: .....	3
1. <u>Approval of Minutes</u>	
a. October 22, 2020 Board Work Session	
b. October 22, 2020 Board of Directors Meeting	
c. October 22, 2020 Executive Session re: Labor Negotiations	
 Moved to direct President Davidson to prepare and send a letter to the Oregon Transportation Commission in support of awarding the available funding to 1) Safety projects focused on reducing fatal and serious injury crashes on Oregon roads, and 2) Non-Highway projects and programs that support bicycle, pedestrian, public transportation and transportation options. ....	6

Pursuant to Governor Brown’s Executive Orders issued in response to the COVID-19 pandemic, this meeting was held virtually in the following ways:

- Google Meet ID: [meet.google.com/bau-ebxz-zin](https://meet.google.com/bau-ebxz-zin)
- Cherriots Facebook Live: <https://www.facebook.com/cherriots>
- YouTube via <https://www.capitalcommunitymedia.org/all>
- Comcast Channel 21



Salem Area Mass Transit District  
**BOARD OF DIRECTORS VIRTUAL MEETING**  
 November 19, 2020  
 Google Meet ID: meet.google.com/bau-ebxz-zin

**MINUTES**

<b>PRESENT:</b>	President Ian Davidson; Directors: Colleen Busch, Maria Hinojos Pressey, Chi Nguyen, Robert Krebs (arrived 6:37 p.m.), Charles Richards (arrived 7:41 p.m.); <b>ABSENT:</b> Director Sadie Carney
<b>Board</b>	
<b>Staff</b>	Allan Pollock, General Manager; David Trimble, Deputy General Manager/COO; Al McCoy, Chief Financial Officer; Paula Dixon, Director of Human Resources & Labor Relations; Patricia Feeny, Director of Communication; Steve Dickey, Director of Technology & Program Management; Roxanne Beltz, Transportation Options Coordinator; Chris French, Service Planning Manager; Stephen Custer, Digital Marketing Coordinator; Linda Galeazzi, Executive Assistant; and Kathryn Pawlick, SAMTD Legal Counsel

**A. CALL TO ORDER 6:32 PM**

President Ian Davidson called the meeting to order. Attendance was noted and a quorum was present with the absence of Directors Carney, Krebs and Richards.

Mr. Pollock shared a *Safety Moment* about the importance of continuing to practice safety measures to prevent the spread of the COVID-19 virus.

**B. ANNOUNCEMENTS AND CHANGES TO THE AGENDA**

President Davidson announced that there may be an additional action item on the agenda when he gives his Board report at the end of the meeting.

**C. PRESENTATION - None**

**D. PUBLIC COMMENT -**

Nick Fortey, Chair of the Traffic, Transit and Infrastructure Committee on behalf of the West Salem Neighborhood Association re: the first quarter reports [Written comments were received and will be entered into the Minutes as Attachment A].

**E. CONSENT CALENDAR**

Shall the Board approve the Consent Calendar?

Presenter: President Davidson

Staff Report: 1-16 of the agenda



1. Approval of Minutes

- a. October 22, 2020 Board Work Session
- b. October 22, 2020 Board of Directors Meeting
- c. October 22, 2020 Executive Session re: Labor Negotiations

Motion: **Approve the Consent Calendar**  
Motion By: **Director Colleen Busch**  
Second: **Director Chi Nguyen**  
Vote: **Motion passed: Davidson, Nguyen, Busch, Hinojos Pressey (4)**  
Absent: **Directors Carney, Krebs, Richards (3)**

**F. ITEMS DEFERRED FROM THE CONSENT CALENDAR - None**

**G. ACTION ITEMS - None**

**H. INFORMATION ITEMS**

[Director Krebs arrived to the meeting.]

**1. Overview of the National Health and Safety Commitments Program**

Staff Report: Pages 17-21 in the agenda

Presenter: Stephen Custer, Digital Marketing Coordinator

Board members were apprised of the American Public Transportation Association’s (APTA) National Health and Safety Commitments Program. Over 200 agencies signed on to the program, including Salem Area Mass Transit District. APTA provided a toolkit and developed a “seal” that is adhered to the buses, to reflect the transit industry’s overarching pledge to its customers and communities that public transit systems are taking all the necessary measures to operate safely. Program guidelines will be a shared responsibility of transit systems and riders based on key areas of focus that were identified in a survey of transit users to help boost their confidence in riding transit by: 1) following public health guidelines from official sources; 2) cleaning and disinfecting transit vehicles frequently and requiring face coverings and other protections; 3) keeping riders informed and empowered to choose the safest times and routes to ride; and 4) putting health first by requiring riders and employees to avoid public transit if they have been exposed to COVID-19 or feel ill.

**2. FY2021 Performance Measures - First Quarter Report**

Staff Report: Pages 22-49 in the agenda

Presenter: Chris French, Service Planning Manager

Board members received a quarterly information briefing on Cherrriots services for the first quarter (Q1) in fiscal year 2021 (FY21). The data reflected changes to service made



in response to the COVID-19 pandemic. These changes had an effect in all areas, most notably, in daily average revenue hours, miles, rides, and fares. Some routes were not in operation for the entire quarter while others operated at reduced levels. Comparison data was included in the staff report to help illustrate how service changed in the current pandemic environment. *FY21 Q1 Performance Measures* for July-September 2020 provided a detailed report.

### 3. **Cherriots FY2021 Trip Choice Program - First Quarter Report**

Staff Report: Pages 50-59 in the agenda

Presenter: Roxanne Beltz, Transportation Options Coordinator

Board members received a first quarter report on the Cherriots Trip Choice program. Staff continued to work remotely and adapted program activities as the needs of the region changed. Preparation work was completed for the *Get There Challenge* that took place October 5 – 18. Bicycle repair events at the Edgewater Farmers Market concluded at the end of September with encouraging results. Staff distributed new Polk County Bike Maps and safe cycling promotional items to the new Independence Hotel that offers a bike maintenance room with heated work benches and tools that are available 24 hours a day. The 134-mile *Willamette Valley Scenic Bikeway* passes through Independence. It is the first of its kind in the United States and is Oregon's first designated scenic bikeway. The hotel is a hub for cyclists from all over the world. Staff conducted a Park and Ride inventory of 18 different lots to ensure the accuracy of published information, and to existing information such as number of spaces, shelters, signage, and lighting. Once completed, staff provided the information to Cherriots staff and to ODOT.

### 4. **FY2021 Finance Report - First Quarter**

Staff Report: Pages 60-67 in the agenda

Presenter: Al McCoy, Chief Financial Officer

The Board received the First Quarter Finance Report for FY2020-21 as detailed in the agenda packet. *STIF Formula* funds were 32% of the revenues in the General Fund. *Miscellaneous* revenues performed better than expected, at 77%, due to the sales of various assets in the first quarter. The District received one percent of projected *Property Taxes*. *Advertising* revenue came in at 16% of the budget, as a result of an agreement between the vendor and the District to waive contract minimums through December 2020, due to pandemic-related reduction in business advertising. *Total Operating Expenditures* in the General Fund were under budget at 22% in the first quarter. All divisions in the General Fund were at or below 25% of the total budget expended. *Transportation Program Fund Revenues* were all at 25% of the budget, with the exception of *STF Funds* that were above projection at 30%. *Total Capital Revenues* at 0% in the *Capital*



*Project Fund* lagged behind until the District is reimbursed by the granting federal or state agency. A majority of the *Capital Project Fund* expenditures at 9% in the first quarter, were in relation to the CAD/AVL installation and the Keizer Transit Center signalization project.

**I. GENERAL MANAGERS REPORT**

Mr. Pollock announced that there will be no bus service on the Thanksgiving holiday, Thursday, November 26, 2020. There will be bus service on Friday, November 27.

**J. BOARD OF DIRECTORS REPORTS**

**7:33 PM**

Director Nguyen reported that the Diversity, Equity and Inclusion (DEI) Committee met in their second meeting on November 9, 2020 to continue to work on a request for proposal. She also attended the Governor’s Racial Justice Council meeting where they reviewed the recommended budget for 2021-2023; and the legislative process for bills being drafted by the Council.

Director Busch reported on her outreach activities that included the Keizer city council meeting, chamber activities, Greeters, neighborhood association meetings, Marion County meetings, and Coffee with Cathy. Much of the discussion was about the Canyon Fire Relief and the elections. Director Busch attended the Special Transportation Fund Advisory Committee meeting where Ron Harding was reappointed to serve another term as Chair. She expressed her appreciation to members of staff - Susie Primmer for helping her with technological issues prior to the board meeting; Dan Knauss for sending her the District’s new procurement pamphlets to distribute, both in English and Spanish, and Patricia Feeny for providing her with talking points for the meetings she attends on behalf of Cherriots.

Director Hinojos Pressey is a member of the DEI Committee and said they made some progress at their meeting on the RFP. She noted that a grant for the Oregon Workers Relief Fund was approved. This will help support workers who are ineligible for wage replacement payments from traditional unemployment insurance programs.

President Davidson reported on a workshop hosted by the City of Salem’s Climate Action Plan Task Force where they conducted visioning exercises and discussed the results from a survey of Salem residents.

*[<https://www.cityofsalem.net/citydocuments/october-2020-community-survey-results.pdf>].*

[Director Richards arrived to the meeting.]

President Davidson reported on the November 5, 2020 meeting of the Mid-Willamette Area Commission on Transportation’s (MWACT) where ODOT presented the next four



year cycle for the Statewide Transportation Improvement Program (STIP) funding. They encouraged stakeholders to weigh in on the funding scenarios through letters to the Oregon Transportation Commission (OTC). Program categories included Enhance Highway, Fix-it, Safety, Non-Highway, Local Programs, and Other Functions. President Davidson recommended that the Board write a letter to the Commission in support of awarding additional funding to 1) Safety projects focused on reducing fatal and serious injury crashes on Oregon roads, and 2) Non-Highway projects and programs that support bicycle, pedestrian, public transportation and transportation options.

**Motion:** **Move to direct President Davidson to prepare and send a letter to the Oregon Transportation Commission in support of awarding available funding to 1) Safety projects focused on reducing fatal and serious injury crashes on Oregon roads, and 2) Non-Highway projects and programs that support bicycle, pedestrian, public transportation and transportation options.**

**Motion By:** **Director Robert Krebs**

**Second:** **Director Chi Nguyen**

**Vote:** **Motion passed: Davidson, Nguyen, Busch, Hinojos Pressey, Krebs, Richards**

**Absent:** **Director Carney**

Director Krebs reported on his activities with the Salem-Keizer Area Transportation Study (SKATS), neighborhood associations in his subdistrict and on the joint meeting of the Association of Oregon Rail and Transit Advocates (AORTA) and the All Aboard Washington Association (AAWA) in Portland.

Director Richards reported on his activities that included meetings with Northwest Senior Services and the State Rehabilitation Council for Vocational Rehabilitation.

President Davidson invited the Board to recommend any items they would like to add to the agenda for future discussions.

**K. ADJOURN BOARD MEETING**

**8:03 pm**

**Respectfully Submitted**

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**Ian Davidson, President**





**To:** Board of Directors

**From:** Don Clifford, Transportation Manager  
David Trimble, Deputy General Manager/COO

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2020

**Subject:** Authorize the General Manager to Execute a Contract with Beyond Uniforms & Apparel for Transit Operator Uniforms

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## ISSUE

Shall the Board authorize the General Manager to execute a contract with Beyond Uniform & Apparel for Transit Operator Uniforms, for a term of three (3) base years with two one-year options to renew, for a not-to-exceed amount of \$231,238?

## BACKGROUND AND FINDINGS

The District requires all Transit Operators to be in uniform when performing duties. This arrangement allows for each Transit Operator to have available to them the number of garments specified in the Labor Agreement.

On September 11, 2020, the District issued a Request for Proposal (RFP) for Uniform Services, with a contract to be awarded on a full proposal evaluation process. The solicitation closed on October 15, 2020. There were six (6) proposals submitted; however, four (4) were considered responsive to the solicitation requirements. A Source Evaluation Committee (SEC) was formed to review and evaluate all proposals and those proposals were evaluated on four evaluation criterion.

After evaluation of the proposals, the SEC selected Beyond Uniform & Apparel that was the highest-scoring bidder. The terms of the contract are for three (3) base years with two, one-year options. If executed, this contract would commence on January 1, 2021, and if all options are exercised, the contract would conclude on December 31, 2025.

Please see Table 1 for evaluation comparison:

Table 1

	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Evaluation Criteria & Associated Point Allocations	Beyond Uniform & Apparel	Galls Uniform	Marco Ideas Unlimited	Unifirst
Uniform Requirements and Quantity (30 pts)	26.7	22.3	20	24
Project Management Plan & Technical Approach (25 pts)	24.3	23.3	16.7	21.7
Qualifications and Experience of Firm and staff (25 pts)	24.3	23.3	19.3	23
Price Proposal / Cost (20 pts)	16	20	16	19
<b>TOTAL</b>	<b>91.3</b>	<b>88.9</b>	<b>72</b>	<b>87.7</b>
<b>Rank</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>3</b>
	\$ 231,238.32	\$ 185,886.93	\$ 238,594.65	\$ 196,710.77

## FINANCIAL IMPACT

The amount of the proposed contract, for FY21 service, is budgeted as part of the District's Adopted FY20-21 Budget in the Operations Division. Future years expense will be included in annual recommended budgets.

## RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute a contract with Beyond Uniform & Apparel for Transit Operator Uniforms for a not-to-exceed contract amount of \$231,238.

## PROPOSED MOTION

**I move that the Board authorize the General Manager to execute a contract with Beyond Uniform & Apparel for Transit Operator Uniforms for a not-to-exceed contract amount of \$231,238.**



**To:** Board of Directors

**From:** Stephen Dickey, Director of Technology and Program Management  
David Trimble, Deputy General Manager/COO

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2020

**Subject:** Advisory Committee Appointment and Term Extensions

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**ISSUE**

Shall the Board reappoint Ron Harding to the Special Transportation Fund Advisory Committee for a third two-year term ending December 31, 2022; and approve the extension of terms for current members on the Statewide Transportation Improvement Fund Advisory Committee to December 31, 2021?

**BACKGROUND AND FINDINGS**

Members of the Special Transportation Fund Advisory Committee (STFAC), the Statewide Transportation Improvement Fund Advisory Committee (STIFAC), and the Citizens Advisory Committee (CAC) are appointed by the Board, and serve at the pleasure of the Board as is shown in the Board’s Bylaws under Rule 22. Committees in Attachment A.

On July 23, 2020, the Board revised the Bylaws by resolution that govern the Board’s appointed advisory committees. Changes were made under *Appointment and Membership*, and *Terms of Service* in an effort to bring consistency and uniformity to the Bylaws for each committee.

- Per OAR 732-005-0031(10), the minimum size of the STFAC is five members. The STFAC Bylaws state that there will be no more than eleven (11) members under *Article II, Section 2* [Attachment B].
- The STIFAC Committee is composed of no less than seven members and no more than eleven (11) members. In the revised STIFAC Bylaws, terms of service were changed to a calendar year term beginning January 1 and ending December 31; rather than a fiscal year term beginning in July and ending in June as is indicated under *Section 3. Terms of Service* [Attachment C].

**Special Transportation Fund Advisory Committee (STFAC):** Ron Harding was asked and has agreed to serve a third term on the STFAC. The STFAC recommends that Mr. Harding be appointed to a third term. The STFAC roster is included in this report as Attachment D.



**Statewide Transportation Improvement Fund Advisory Committee (STIFAC):** At the November 17, 2020 meeting of the STIFAC [on page 3-4 of the minutes in Attachment E], a motion was passed to recommend to the Board that the terms of the current membership be extended to December 31, 2021 in accordance with the STIFAC Bylaws. The STIFAC roster in Attachment E shows the current members and their new terms of service.

In calendar year 2021, the Oregon Department of Transportation – Public Transit Division is finalizing the development of a process to merge the Special Transportation Fund and the Statewide Transportation Improvement Fund that will result in the formation a new and different advisory committee with new bylaws, and selection of a new chair and vice-chair. Details of the merger will be reported at a later time.

**Citizens Advisory Committee (CAC):** The CAC meets on December 15, 2020 and will take action on their recommendations to the Board for appointments and/or reappointments.

## FINANCIAL IMPACT

None

## RECOMMENDATION

The STIFAC recommends that the Board reappoint Ron Harding to the Special Transportation Fund Advisory Committee for a third two-year term ending December 31, 2022.

The STIFAC recommends that the Board approve the extension of terms for current members on the Statewide Transportation Improvement Fund Advisory Committee to December 31, 2021?

## PROPOSED MOTION

**I move that the Board reappoint Ron Harding to the Special Transportation Fund Advisory Committee for a third two-year term ending December 31, 2022; and approve the extension of terms for current members on the Statewide Transportation Improvement Fund Advisory Committee to December 31, 2021 in accordance with the revised STIFAC Bylaws.**

**AMENDED AND RESTATED BOARD BYLAWS**

- **adopted on August 27, 2020**

**RULE 22. COMMITTEES**

a. The president, from time to time, or the Board, by majority vote of its members at any meeting, may appoint Board members and other interested community members and representatives of groups and organizations to serve on standing or special committees. At the time of appointment of such members, the president shall state the purpose and duties of the committee. Any committee authorized by the Board shall perform the duties prescribed by the Board at the time the committee was created and shall be subject to the direction and control of the Board. All committees shall have a chairperson elected as provided in the bylaws establishing the committee. Recommendations of such committees shall be considered as advisory only.

b. The purpose of each standing advisory committee, any conditions expressed by the District on the committee's organization or conduct, the membership and terms of appointment, and procedures for filling vacancies, shall be included as attachments to these bylaws.

c. Except as may be specifically directed elsewhere in the bylaws, all provisions of these bylaws shall apply to committees and their meetings to the extent relevant, substituting "committee" for "Board", "committee members" for "directors", and "committee chairperson" for "president."

d. All members of the Board and committees serve without compensation, unless approved by the Board and, pursuant to formal opinion of the District's legal counsel, permitted by law.

e. Standing committees composed solely of members of the Board may not have more than three (3) members, and their sole purpose shall be to arrive at a specific recommendation for action to be taken by the full Board.

**Special Transportation Fund Advisory Committee Bylaws****ARTICLE II – APPOINTMENT, MEMBERSHIP, QUALIFICATION, AND TERMS****Section 1. Appointment and Membership**

Members of the Committee are appointed by the SAMTD Board of Directors, and serve at the pleasure of the SAMTD Board of Directors. Per OAR 732-005-0031 (10), the minimum size of the committee shall be five members, and based on the discretion of the SAMTD Board of Directors the Committee shall have no more than eleven (11) members. Each member must meet any one or more of the qualifications identified in Article II, Section 2 at the time of their appointment and for the duration of their term.

The Board will appoint Committee members from both within and outside District boundaries to the extent practicable. The Board will attempt to appoint members to the Committee who represent diverse interests, perspectives, geography, and the population demographics of the area.

**Section 2. Qualification**

To be qualified to serve as a member of the STF Advisory Committee, the person must reside in Marion or Polk County, Oregon, be knowledgeable about the transportation needs of seniors and individuals with disabilities, and be a person who meets one of the following qualifications:

- a) Is a person who is a senior or an individual with a disability *and* is a user of public transportation services in Marion or Polk Counties;
- b) Is a person who is senior or an individual with a disability *and* who lives in an area of Marion or Polk Counties where there are no public transportation services;
- c) Is a representative of seniors residing in Marion or Polk Counties;
- d) Is a representative of individuals with disabilities residing in Marion or Polk Counties; or
- e) Is a representative of a provider of services to seniors or individuals with disabilities residing in Marion or Polk Counties

In making appointments, the Board may give consideration to seeking a majority of members who are individuals who are seniors or have a disability. Furthermore, the Board may appoint members to provide a balance of geographical representation from the rural areas of Marion and Polk Counties and from the urbanized area of Salem/Keizer.

Transportation providers may serve as non-voting members.

**Special Transportation Fund Advisory Committee Bylaws**

**ARTICLE II – APPOINTMENT, MEMBERSHIP, QUALIFICATION, AND TERMS**

**Section 3. Terms of Service**

Committee members shall serve for a term of two years, commencing on January 1. Members are eligible for re-appointment for up to two consecutive terms. Terms will be staggered so that no less than one-third and not more than one-half of the voting members have a term that expires in the same year.

A Committee member who has served two consecutive two-year terms may not serve a third consecutive term. However, the Committee member may thereafter be appointed for future terms following the end of their second term after waiting at least 12 months for reappointment.

## **Statewide Transportation Improvement Fund Advisory Committee Bylaws**

### **ARTICLE II – APPOINTMENT, MEMBERSHIP, QUALIFICATION, AND TERMS**

#### **Section 1. Appointment and Membership**

Members of the Committee are appointed by the SAMTD Board of Directors, and serve at the pleasure of the SAMTD Board of Directors. The Committee is composed of no less than seven members and no more than eleven (11) members. Each member must meet any one or more of the qualifications identified in Article II, Section 2 at the time of their appointment and for the duration of their term.

The Committee must include at least one person who is or represents low-income individuals; people with disabilities, or individuals age 65 or older; and a Public Transportation Service Provider or non-profit public transportation service provider.

The Board will appoint Committee members from both within and outside District boundaries to the extent practicable. The Board will attempt to appoint members to the Committee who represent diverse interests, perspectives, geography, and the population demographics of the area.

#### **Section 2. Qualification**

To be qualified to serve as a member of the Committee, the person must be knowledgeable about the public transportation needs of residents or employees located within or traveling to and or from the District. In addition, to be qualified to be appointed and continue to serve, the person must be a member of or represent any one or more of the following:

- A. local governments, including land use planners;
- B. Public Transportation Service Providers;
- C. non-profit entities which provide public transportation services;
- D. neighboring public transportation service providers;
- E. employers;
- F. public health, social and human service providers;
- G. transit users;
- H. transit users who depend on transit for accomplishing daily activities;
- I. individuals age 65 or older;



- J. people with disabilities;
- K. low-income individuals;
- L. social equity advocates;
- M. environmental advocates;
- N. bicycle and pedestrian advocates;
- O. people with limited English proficiency;
- P. educational institutions; or,
- Q. Major destinations for users of public transit.

### **Section 3. Terms of Service**

Committee members shall serve for a term of two years, commencing on January 1. Members are eligible for re-appointment for up to two consecutive terms. Terms will be staggered so that no less than one-third and not more than one-half of the voting members have a term that expires in the same year.

A Committee member who has served two consecutive two-year terms may not serve a third consecutive term. However, the Committee member may thereafter be appointed for future terms following the end of their second term after waiting at least 12 months for reappointment.

**Special Transportation Fund Advisory Committee  
Membership Roster  
January 1, 2021**

POS	STF CRITERIA	Location	MEMBER AND [POSITION]	STAGGERED TERMS **
1	Disabled	Urban	Emily Broussard	January 1, 2020 – December 31, 2021 3 <sup>rd</sup> 2-year term
2	Disabled	Marion Co.	Sherena Meager-Osteen	January 1, 2020 – December 31, 2021 2 <sup>nd</sup> 2-year term
3	Senior/Disabled	Urban	John Hammill	January 1, 2020 – December 31, 2021 2 <sup>nd</sup> 2-year term
4	Representative of Senior/Disabled	Marion Co.	Ron Harding	January 1, 2021 – December 31, 2022 3 <sup>rd</sup> 2-year term
5	Senior	Urban	Bryant Baird	January 1, 2020 – December 31, 2021 2 <sup>nd</sup> 2-year term
6	Representative of Senior/Disabled	Polk Co.	Jeremy Gordon	January 1, 2020 – December 31, 2021 1 <sup>st</sup> 2-year term

\*\*\*Per the existing STFAC Bylaws, Article II, Section 2, "Members who are currently serving a three-year term shall complete that term before being eligible for appointment to a new two-year term."



Salem Area Mass Transit District  
**STATEWIDE TRANSPORTATION IMPROVEMENT FUND**  
**ADVISORY COMMITTEE**  
**VIRTUAL MEETING**  
November 17, 2020  
Courthouse Square – Senator Hearing Room  
555 Court Street NE, Salem, Oregon 97301

**MINUTES**

**PRESENT:** Chair, Becky Gilliam, Vice-Chair, Kathy Martin-Willis, Jim Row, Ron Harding,  
**ABSENT:** Director Charles Richards, Glen Morrison, Sandra Hernandez- Lomeli, Diane McLaran  
**STAFF:** Steve Dickey, Director of Strategic Initiatives and Program Management; Chris French, Service Planning Manager; Jeremy Jorstad, Transit Planner II; Jolynn Franke, Transit Planner I  
**GUESTS:** None  
**RECORDER:** Kathy Martens, Executive Assistant to the Deputy GM/COO

**A. CALL TO ORDER**

Chair Becky Gilliam called the meeting to order. Attendance was noted, and a quorum was present.

Mr. Dickey shared the “*Safety Moment*” thought of the day. Now that is it getting darker earlier, and with bad weather making it hard to see, please be aware of pedestrians. Make sure if you are out after dark, that you also wear bright and/or reflective clothing so you can also be seen. It is also important to continue to remember and practice the three W’s: Wear, Watch, and Wash.

- **Wear** your mask to cover your nose and mouth.
- **Watch** your distance by remaining at least 6 feet apart.

- **Wash** your hands often with soap and water for at least 20 seconds, or use hand sanitizer.

Mr. Dickey also recommended a change to the agenda. He would like to add two topics; Update on the STF and STIF merger and, confirm the committee's next meeting dates. Chairman Gilliam agreed to add these items to the agenda.

**B. PUBLIC COMMENTS**

There were no public comments submitted and no public present.

**C. APPROVAL OF MEETING MINUTES**

No additional changes were requested to the minutes from July 21, 2020.

**Vice-Chair Martin-Willis motioned to approve the minutes from the STIFAC July 21, 2020 meeting. Motion was seconded by Mr. Row. All ayes and no opposed. The motion was so moved.**

**D. ACTION ITEMS**

**1. Membership Changes due to updated bylaws.**

Mr. Dickey went over the membership term changes due to the updated bylaws. This is familiar since this past July we updated the bylaws of three advisory committees; STF, STIF and CAC. By doing this, it changed the membership terms to a January 1 start date. By doing so, we adjusted the current terms by 6 months on the back end so they expire on December 31. Chair Gilliam had also requested her term be moved from a two (2)-year term to a one (1)-year term due to changes in her work assignment. By doing this we also need to nominate the Chair and Vice Chair for a term beginning January 1, 2021, expiring on December 31, 2021. Mr. Row asked about the membership roster at the back of the packet and the start dates were all July 1, 2020. He wondered if he had an outdated document. Mr. Dickey explained that since the starting term dates were already approved by the board, they extended the term expiration dates by six (6) months and this is the adjustment the board will need to approve in their December board meeting. Mr. Row also asked if some of the other dates will need to be shifted around and Mr. Dickey that will be addressed when more is discussed regarding the update on the STF and STIF merger. Chair Gilliam appreciated the adjustment to her term and explained how her job duties were shifting. Mr. Row stated earlier in the meeting Mr. Dickey had commented we

had four (4) out of six (6) members in attendance for a quorum. On the roster there are seven (7) members and he wondered if the committee had a member resign. Mr. Dickey apologized and indicated that there are still seven (7) members and with the four (4) present there is still a quorum. Mr. Row asked if we still had the other four (4) openings and Mr. Dickey confirmed the committee's bylaws indicate they can have up to eleven (11) committee members. And Mr. Harding wanted it clarified that the bylaws do state a quorum must be a majority of the active members, not the full eleven (11) members. Mr. Dickey did confirm the quorum is the majority of the active members.

**Chair Gilliam called for a motion to approve the adjustments to the term dates for the members of this committee. Mr. Harding made the motion. Motion was seconded by Vice-Chair Martin-Willis. All ayes and no opposed. The motion carried.**

**2. Nominate a Chairperson for recommendation to the Board of Directors.**

Chair Gilliam said that although her work assignments are changing she would be happy to chair the committee through the end of 2021, but she is also happy to entertain any other nominations for the chair. There were none.

**Mr. Row motioned for the nomination of Ms. Becky Gilliam as Chair of the STIFAC be recommended to the Board of Directors. Motion seconded by Mr. Harding. All ayes and no opposed. The motion carried.**

**3. Nominate a Vice Chairperson for recommendation to the Board of Directors.**

Even though both Ms. Gilliam and Ms. Martin-Willis had recently agreed to these positions, Chair Gilliam asked Vice-Chair Martin-Willis if she would agree to continue in this role to which Vice-Chair Martin-Willis agreed.

**Mr. Harding motioned for the nomination of Ms. Kathy Martin-Willis as Vice Chair of the STIFAC be recommended to the Board of Directors. Motion seconded by Mr. Row. All ayes and no opposed. The motion carried.**

**4. STF and STIF merger update.**

The actual merger for the funding to take effect isn't until the 2023-2025 biennium, which means the funding period in FY2024 and FY2025. Since this will be a new process with new guidelines from ODOT, they have indicated the new information notification will be released in the spring of 2022, in order to allow additional time with the new process. With that in mind, it would not be good to have a new formation of a committee too close to that date so Mr. Dickey believes the merger process, including the formation of the new committee should start taking place towards the middle of 2021. No word yet on the naming of the new committee and the rules from ODOT have not yet been released, but once they are released we should know more about the size of the committee, the composition of the members, etc. The new Administrative Rules will help guide the process of the merger. When the discussion of merging these committees took place during the legislative session, there was concern raised regarding the need for adequate representation of some groups within both committees. Mr. Dickey feels there will be specific guidelines for a broader representation on the new committee. That said, it could mean we need to recruit more members and there will be a new set of bylaws for the committee although the administrative portion should not change. Mr. Dickey does keep bringing up the concern that a merger like this does take time and he mentions it during his PTAC meetings (Public Transit Advisory Committee.)

**5. Upcoming committee meeting dates.**

The next advisory committee meeting is set for January 5, 2021. This meeting the STIFAC will review and make recommendations for both the STIF formula applications, and projects submitted for funding in the discretionary program. These items will go before the Board of Directors at their January 2021 meeting.

Chair Gilliam had one more comment to make regarding the merging of the STF and STIF advisory committees. If Cherriots starts to take a more active role in the recruiting process for additional members, please make sure this committee is kept in the loop for networking to

help with representing a broad and diverse perspective from our community on this committee. Mr. Dickey said he will most certainly keep the committee apprised of any recruitment efforts.

**A. ADJOURN**

Chairman Gilliam adjourned the meeting at 6:00 PM.

DRAFT

Statewide Transportation Improvement Fund Advisory Committee  
Membership Roster  
**November 6, 2020**

POS	STIF CRITERIA	MEMBER AND [POSITION]	STAGGERED TERMS **
1	Low-Income, Non-English Speaking Community, Transit User	Sandra Hernández-Lomelí ** Director, Latinos Unidos Siempre; Youth Program Dir., Mano A Mano	July 1, 2020 – December 31, 2022 2 <sup>nd</sup> Two year term
2	Public Transit Service Provider	Jim Row ** Assistant City Administrator Woodburn Transit	July 1, 2020 – December 31, 2021 2 <sup>nd</sup> Two year term
3	Individuals age 65 + People with Disabilities and Outside of District – Marion County	Ron Harding ** Chair, STF Advisory Committee City Administrator, City of Aumsville	July 1, 2020 – December 31, 2022 2 <sup>nd</sup> Two year term
4	Educational Institutions Employer	Diane McLaran Director of Community Relations Chemeketa Community College	July 1, 2020 – December 31, 2021 1 <sup>st</sup> Two year term
5	Bicycle and Pedestrian Advocates	Becky Gilliam ** Policy Manager, Pacific NW Regional Safe Routes to School	July 1, 2020 – December 31, 2021 2 <sup>nd</sup> Two year term
6	Public Health, Social and Human Service Providers	Glen D. Morrison ** Senior Epic Analyst Salem Health	July 1, 2020 – December 31, 2021 2 <sup>nd</sup> Two year term
7	Outside of District – Polk County	Kathy Martin-Willis ** City Councilor City of Independence	July 1, 2020 – December 31, 2022 2 <sup>nd</sup> Two year term
8		VACANT	July 1, 2020 – December 31, 2021
9		VACANT	July 1, 2020 – December 31, 2022
10		VACANT	July 1, 2020 – December 31, 2021
11		VACANT	July 1, 2020 – December 31, 2022

\* Dates changed to correspond to updated bylaws 7/23/2020

\*\* Staggered Terms were established on June 25, 2020 in accordance with the STIFAC Bylaws under Article II - Section 3. Initial / charter members of the committee were allowed to begin their terms of service under the established staggered terms.

S:\District Share\BOD Agenda Items\BD2020-12-17\3 FINAL\12-17-20 E.2.B(F) STIFAC Roster.Docx 12/7/2020 2:47 PM





## BOARD MEETING MEMO

Agenda Item E.2.c

**To:** Board of Directors

**From:** Stephen Dickey, Director of Technology and Program Management  
David Trimble, Deputy General Manager

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2020

**Subject:** Appointments of Chair and Vice Chair to the Board's Advisory Committees

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### ISSUE

Shall the Board appoint Ron Harding as Chair, and John Hammill as Vice- Chair for a second one-year term on the Special Transportation Fund Advisory Committee (STFAC) from January 1 through December 31, 2021; and appoint Becky Gilliam as Chair, and Kathy Martin-Willis as Vice-Chair for a second one-year term on the Statewide Transportation Improvement Fund Advisory Committee from January 1 through December 31, 2021?

### BACKGROUND AND FINDINGS

Article 2, Section 4 in the STFAC Bylaws [Attachment [A](#)] and in the STIFAC Bylaws [Attachment [B](#)], state that the terms of the Chair and Vice-Chair be appointed to commence in January of each year. At a meeting preceding January, committee members may recommend a Chair and Vice-Chair to serve for a term of 12 months, but no more than two consecutive years.

According to the minutes [page 2 in Attachment [C](#)] for the November 19, 2020 meeting of the STFAC, the committee voted to recommend Ron Harding as Chair, and John Hammill as Vice-Chair of the committee, for second terms, as recorded in the minutes.

At the November 17, 2020 meeting of the STIFAC, the committee voted to recommend Becky Gilliam as Chair, and Kathy Martin-Willis as Vice-Chair of the committee, for second terms. These actions were recorded in the minutes (under Agenda Item No. E.2.b Attachment [E](#)).

**Citizens Advisory Committee (CAC):** The CAC meets on December 15, 2020. At that time, the committee will take action on their recommendations to the Board for a chair and vice-chair.



In calendar year 2021, the Oregon Department of Transportation – Public Transit Division will finalize their development of a process to merge the Special Transportation Fund and the Statewide Transportation Improvement Fund. The results will include the formation of a new and different advisory committee with new bylaws, and selection of a new chair and vice-chair. Details of the merger will be reported at a later time.

### **FINANCIAL IMPACT**

None

### **RECOMMENDATION**

The STFAC recommends that the Board appoint Ron Harding as Chair, and John Hammill as Vice-Chair, of the Special Transportation Fund Advisory Committee for a second one-year term from January 1 through December 31, 2021, in accordance with the Special Transportation Fund Advisory Committee Bylaws.

The STIFAC recommends that the Board appoint Becky Gilliam as Chair, and Kathy Martin-Willis as Vice-Chair, of the Statewide Transportation Improvement Fund Advisory Committee for a second one-year term from January 1 through December 31, 2021 in accordance with the Statewide Transportation Improvement Fund Advisory Committee Bylaws.

### **PROPOSED MOTION**

**I move that the Board accept the advisory committee's recommendations and appoint:**

- **Ron Harding as Chair, and John Hammill as Vice-Chair, of the Special Transportation Fund Advisory Committee for a second one-year term from January 1 through December 31, 2021; and**
- **Becky Gilliam as Chair, and Kathy Martin-Willis as Vice-Chair, of the Statewide Transportation Improvement Fund Advisory Committee for a second one-year term from January 1 through December 31, 2021.**

**Special Transportation Fund Advisory Committee Bylaws**  
**Section 4. Chair and Vice-Chair Election and Responsibilities**

The Chair and Vice-Chair of the Committee shall be appointed on an annual basis by the Board of Directors. The Chair and Vice Chair shall serve for a term of 12 months; and no more than two consecutive terms. The Committee may recommend to the Board, members to serve as Chair or Vice Chair.

Committee recommendations are to be completed in order for appointments to be made at the December Board meeting prior to the expiration of the Chair and Vice-Chair's term.

The duties of the Chair are to preside at the meetings, and perform other duties assigned by the Board. The Chair, on behalf of the Committee shall present reports to the Board that are necessary to execute any and all of the responsibilities of the Committee. The Chair may, at the Board's direction, appoint sub-committee members to address special topics as needed.

The duties of the Vice-Chair are to perform the duties of the Chair, in the absence of the Chair. The Vice-Chair shall perform other duties as assigned by the Board.

#### **Section 4. Chair and Vice-Chair Election and Responsibilities**

The Chair and Vice-Chair of the Committee shall be appointed on an annual basis by the Board of Directors. The Chair and Vice Chair shall serve for a term of 12 months; and no more than two consecutive terms. The Committee may recommend to the Board members to serve as Chair or Vice Chair.

Committee recommendations are to be completed in order for appointments to be made at the December Board meeting prior to the expiration of the Chair and Vice-Chair's term.

The duties of the Chair are to preside at the meetings, and perform other duties assigned by the Board. The Chair, on behalf of the Committee shall present reports to the Board that are necessary to execute any and all of the responsibilities of the Committee. The Chair may, at the Board's direction, appoint sub-committee members to address special topics as needed.

The duties of the Vice-Chair are to perform the duties of the Chair, in the absence of the Chair. The Vice-Chair shall perform other duties as assigned by the Board.



## Salem Area Mass Transit District

### ~ Special Transportation Fund Advisory Committee Virtual Meeting ~

Thursday, November 19, 2020  
Courthouse Square – Senator Hearing Room  
555 Court Street NE, Salem, Oregon 97301

#### MINUTES

<b>Members Present:</b>	Ron Harding, Chair; John Hammill, Vice Chair; Bryant Baird, Emily Broussard, Marja Byers, Mayor Jeremy Gordon
<b>Absent:</b>	Director Charles Richards, SAMTD Board Liaison; Jean Sherbeck, Sherena Meagher-Osteen
<b>Staff Present:</b>	Steve Dickey, Director of Technology and Program Management; Melissa Kidd, Customer Service Manager; Lisa Carignan, Outreach Representative
<b>Guests:</b>	Director Colleen Busch, SAMTD Board of Directors; Kathleen McClaskey, City of Woodburn
<b>Recorder:</b>	Jolene White, Administrative Assistant, Technology and Program Management

#### A. CALL TO ORDER AND NOTE OF ATTENDANCE

Chair Harding called the meeting to order at 9:04 AM. Attendance was noted that a quorum was present.

##### 1. Safety Moment:

Mr. Dickey shared the “*Safety Moment*” thought of the day. Now that is it getting darker earlier, and with bad weather making it hard to see, please be aware of pedestrians. Make sure if you are out after dark, that you also wear bright and/or reflective clothing so you can also be seen. It is also important to continue to remember and practice the three W’s: Wear, Watch, and Wash.

- **Wear** your mask to cover your nose and mouth.
- **Watch** your distance by remaining at least 6 feet apart.
- **Wash** your hands often with soap and water for at least 20 seconds, or use hand sanitizer.

Mr. Dickey also recommended a change to the agenda. He would like to add two topics; Update on the STF and STIF merger and, confirm the committee’s next meeting dates. Chairman Harding agreed to add these items to the agenda.

## **B. PUBLIC COMMENT**

There were no public comments submitted and no public present.

## **C. APPROVAL OF MEETING MINUTES – July 16, 2020**

No additional changes were requested to the minutes from July 16, 2020.

**Mayor Gordon motioned to approve the minutes from the STFAC July 16, 2020 meeting. Motion was seconded by Ms. Byers. All ayes and no opposed. The motion carried.**

## **D. ACTION ITEMS**

### **1. Nominate a Chairperson for recommendation to the Board of Directors.**

Chair Harding said he would be happy to chair the committee through the end of 2021, but he is also happy to entertain any other nominations for the chair. There were none.

**Mr. Hammill motioned for the nomination of Mr. Ron Harding as Chair of the STFAC to be recommended to the Board of Directors. Motion seconded by Mayor Gordon. All ayes and no opposed. The motion carried.**

### **2. Nominate a Vice Chairperson for recommendation to the Board of Directors.**

Even though both Mr. Harding and Mr. Hammill had recently agreed to these positions, Chair Harding asked Vice-Chair Hammill if he would agree to continue in this role to which Vice-Chair Hammill agreed.

**Ms. Broussard motioned for the nomination of Mr. John Hammill as Vice Chair of the STFAC to be recommended to the Board of Directors. Motion seconded by Mr. Row. All ayes and no opposed. The motion carried.**

## **E. INFORMATION ITEMS**

### **1. STF and STIF Merger Update.**

The actual merger for the funding to take effect isn't until the 2023-2025 biennium, which means the funding period in FY2024 and FY2025. Since this will be a new process with new guidelines from ODOT, they have indicated the new information notification will be released in the spring of 2022, in order to allow additional time with the new process. With that in mind, it would not be good to have a new formation of a committee too close to that date so Mr. Dickey believes the merger process, including the formation of the new committee should start taking place towards the middle of 2021. No word yet on the naming of the new committee and the rules from ODOT have not yet been released, but once they are released we should know more about the size of the committee, the composition of the members, etc. The new Administrative Rules will help guide the process of the merger. When the discussion of merging these committees took place during the legislative session, there was concern raised regarding the need for adequate representation of some groups within both committees. Mr. Dickey feels there will be specific guidelines for a broader representation on the new committee. That said, it could mean we need to recruit more members and there will be a new set of bylaws for the committee although the administrative portion should not change. Mr. Dickey does keep

bringing up the concern that a merger like this does take time and he mentions it during his PTAC meetings (Public Transit Advisory Committee.)

## **2. Upcoming Committee Timeline and Meeting Dates**

Mr. Dickey shared that the District just received the notification for the upcoming timeline for this biennium. Next week Ms. White will send out the public notices for the STF 5310/5311 funding opportunity. The applications are due back to the District January 6, 2021. Ms. White will send the applications out to the committee members on January 8, 2021. The STFAC and TAC meeting to go over those applications is scheduled for February 2, 2021. The recommendation will go to the SAMTD Board of Directors at their February meeting and will be sent to ODOT on March 1, 2021.

## **F. QUESTIONS/COMMENTS**

Chair Harding went over with staff if alternative funding opportunities had been sent to Fall City as well as to other public service providers. Ms. White has sent out all funding opportunities to all of the public service providers in the district.

Chair Harding asked Mr. Dickey if the projected revenues that came in are lower for this time. Mr. Dickey explained that the July forecast was a significant drop in revenue, but the October forecast that the District received from ODOT actually showed higher projections than expected. It is not back to pre-pandemic amounts, but sufficient to keep planned service changes. The recent increase in COVID-19 cases may have an impact on future payroll revenues.

Vice Chair Hammill asked Mr. Dickey what he thought the significance of the ballot that just passed that increased the cigarette tax would be on the funding revenues. Mr. Dickey explained that his tax increase will likely have an impact on the funding, but likely not a good one. The way the bill is worded is that the cigarette tax that is collected for the Special Transportation Fund is two cents per pack of cigarettes (millage rate per cigarette). This bill is designed to discourage smoking and the amount of smokers will likely go down. While this is a good thing for public health, it will likely lower cigarette sales and thus lower the current revenue stream.

The next STFAC meeting will be held February 2, 2021.

## **G. ADJOURN**

Chair Harding adjourned the meeting at 9:35 AM.



**To:** Board of Directors  
**From:** Linda Galeazzi, Executive Assistant  
**Thru:** Allan Pollock, General Manager  
**Date:** December 17, 2020  
**Subject:** Budget Committee Appointments

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## ISSUE

Shall the Board appoint Kathy Lincoln and Ashley Carson Cottingham, and reappoint Sheronne Blasi as citizen members on the Budget Committee representing Subdistricts #3-6-7 respectively?

## BACKGROUND AND FINDINGS

There are three vacant citizen member positions on the Budget Committee. The terms for positions representing Subdistrict #6 and #7 expired on June 30, 2020. The citizen member position for Subdistrict #3 was held by Maria Hinojos Pressey who now serves on the Board of Directors representing Subdistrict #4. This is an unexpired term ending June 30, 2022.

District Bylaws provide for filling vacancies on the Budget Committee under Rule 22-2 as follows:

*“Pursuant to the requirements and provisions of Section 294.336 of Oregon Revised Statutes, a budget committee shall consist of the Board and a like number of qualified electors of the District who shall be appointed pursuant to the following:*

- 1) *Prior to the first meeting of the Budget Committee in any given year, vacancies in the office of appointive members of the committee shall be filled by appointment of the Board.*
- 2) *Appointments to the Committee may, at the discretion of the Board be made as follows:*
  - a) *The Board member representing the subdistrict of the vacancy may recommend to the Board the appointment of a qualified elector.*
  - b) *The Board member representing the subdistrict of the vacancy may call for applications for the Budget Committee.*



- c) *Appointive members of the Budget Committee shall be appointed for terms of three years, and subsequently, upon recommendation of the Board members and subject to Board approval, may be reappointed to such position."*

The District received applications [on file] from two candidates for the vacant citizen member positions representing Subdistrict #3 and #6. Kathy Lincoln and Ashley Carson Cottingham met the qualifications as registered voters, and of living within the urban growth boundary of the District's local service area. Sheronne Blasi was asked and agreed to serve an additional term as a citizen member representing Subdistrict #7.

## **FINANCIAL IMPACT**

There is no financial impact.

## **RECOMMENDATION**

Director Sadie Carney representing Subdistrict #3 recommends that Kathy Lincoln be appointed to fill the unexpired term of the citizen member position ending June 30, 2022.

Director Robert Krebs representing Subdistrict #6 recommends that Ashley Carson Cottingham be appointed to the citizen member position for a term ending June 30, 2023.

Director Charles Richards representing Subdistrict #7 recommends that Sheronne Blasi be reappointed to the citizen member position for a term ending June 30, 2023.

## **PROPOSED MOTION**

**I move that the Board –**

- **appoint Kathy Lincoln to fill the unexpired term of the citizen member position for Subdistrict #3; and**
- **appoint Ashley Carson Cottingham to the citizen member position representing Subdistrict #6; and**
- **Reappoint Sheronne Blasi to the citizen member position representing Subdistrict #7.**



Salem Area Mass Transit District  
BUDGET COMMITTEE

December 17, 2020

**BOARD MEMBERS**

**CITIZEN MEMBERS**

• **SUBDISTRICT #1**

**CHI NGUYEN**

- Term Expires 06/30/23

**STEVE EVANS**

- Appointed 12/12/19; Expires 06/30/22

• **SUBDISTRICT #2**

**COLLEEN BUSCH**

- Term Expires 06/30/21

**MICHAEL DEBLASI**

- Appointed 02/25/16; Expires 06/30/21

• **SUBDISTRICT #3**

**SADIE K. CARNEY**

- Term Expires 06/30/23

**KATHY LINCOLN**

- Appointed 12/17/20; Expires 06/30/22\*

• **SUBDISTRICT #4**

**MARIA HINOJOS PRESSEY**

- Term Expires 06/30/21

**BILL HOLMSTROM**

- Appointed 09/27/09; Expires 06/30/21

• **SUBDISTRICT #5**

**IAN T. DAVIDSON**

- Term Expires 06/30/23

**CARL F. GARNER**

- Appointed 12/12/19; Expires 06/30/22

• **SUBDISTRICT #6**

**ROBERT KREBS**

- Term Expires 06/30/21

**ASHLEY CARSON COTTINGHAM**

- Appointed 12/17/20; Expires 06/30/23

• **SUBDISTRICT #7**

**CHARLES H. RICHARDS**

- Term Expires 06/30/23

**SHERONNE BLASI**

- Reappointed 12/17/20; Expires 06/30/23

• **BUDGET OFFICER**

**ALLAN POLLOCK**, General Manager/CEO

Phone: (503) 588-2424 | Fax: (503) 566-3933

Email: [allan.pollock@cherriots.org](mailto:allan.pollock@cherriots.org)

**Budget Committee**

Email: [publictestimony@cherriots.org](mailto:publictestimony@cherriots.org)

\*unexpired term



**Application for Vacant Budget Committee Citizen Position**

Open Position(s):  **Subdistrict #3**  **Subdistrict #6**  **Subdistrict #7**

Length of Appointment: **July 1, 2020 – June 30, 2023**

Name: Kathy Lincoln

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

Email Address: 1 \_\_\_\_\_

Phone: (Day) (Evening) Same

How long have you resided at this address? 30 years

Are you a registered voter?  **YES**  **NO**

**BACKGROUND:**

Please provide a brief biography of your personal and professional background as it applies to the Budget Committee in the following areas:

- COMPLETED APPLICATION ON FILE -

Date: 12/3/2020 Signature: \_\_\_\_\_



**Application for Vacant Budget Committee Citizen Position**

Open Position(s):  Subdistrict #3  Subdistrict #6  Subdistrict #7

Length of Appointment: July 1, 2020 - June 30, 2023

Name: Ashley Carson

Home Address: - COMPLETED APPLICATION ON FILE -

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

Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

How long have you resided at this address? 6.5

Are you a registered voter?  YES  NO

**BACKGROUND:**

Please provide a brief biography of your personal and professional background as it applies to the Budget Committee in the following areas:

**Education:**

\_\_\_\_\_

**Work Experience:**

\_\_\_\_\_

**Community Involvement:**

Volunteer, Marion Polk Food  
City of Salem, Housing

**Other (i.e., Why do you want to serve on the Budget Committee?):**

I am interested in the Budget Committee because of the critical impact transportation services have on our community.  
I would welcome the opportunity to bring my knowledge, skills and expertise to the

Date: 12-7- Signature: *Ashley Carson*



**To:** Board of Directors

**From:** Stephen Dickey, Director of Technology and Program Management  
David Trimble, Deputy General Manager/COO

**Thru:** Allan Pollock, General Manager

**Date:** August 27, 2020

**Subject:** South Salem Transit Center Site Selection Study Contract Award

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## ISSUE

Shall the Board authorize the General Manager to enter into a contract with Parametrix Engineering, Planning, and Environmental Services for the development and completion of a site selection study for the South Salem Transit Center, and approve a project budget of \$375,000, which includes a contingency of approximately 15%?

## BACKGROUND AND FINDINGS

The District has been planning for the development of a South Salem Transit Center (SSTC) for several years. The last activity on this project was in 2018 when negotiations with Walmart Corporation for the purchase of property were met with resistance. The decision to no longer pursue that location was based on the high likelihood of a very costly and drawn out legal battle through the eminent domain process. This pause has allowed the District to reevaluate how services will be delivered to south Salem, and other areas on the edges of the district's service area, and as a result will reshape the design and potential location of a transit center in south Salem.

The District issued a Request for Proposals (RFP) (**Attachment A**) for services to conduct a site selection study for the SSTC on September 4, 2020 with a closing date of October 9, 2020. Two proposals were received for the project, one from WSP Global (WSP), and the other from Parametrix Engineering, Planning, and Environmental Services (Parametrix). Both proposals were considered responsive.

On November 16, 2020, the Source Evaluation Committee (SEC) conducted the first round of scoring the proposals. Upon completion of the scoring and subsequent discussion, it was determined that the SEC preferred to interview the project teams identified in each of the proposals before making a final decision. On November 16, 2020, interviews were conducted (online) with both project teams (in separate interviews). On November 23, 2020, the SEC made the final decision to recommend the contract be awarded to Parametrix. While both firms presented highly qualified teams, Parametrix scored higher based on scoring criteria identified in the RFP document.

The project is expect to take 78 weeks to complete.

## **FINANCIAL IMPACT**

This project was approved in the 2020-21 Adopted Budget, page 109, Line 7 in the Capital Project Fund. The project is funded by federal grants with local match, and the activities of this contract are covered in the grant agreements.

## **RECOMMENDATION**

Staff recommends that the Board authorize the General Manager to enter into a contract with Parametrix Engineering, Planning, and Environmental Services for the development and completion of a site selection study for the South Salem Transit Center; and approve a project budget of \$375,000, which includes a contingency of approximately 15%.

## **PROPOSED MOTION**

**I move that the Board authorize the General Manager to enter into a contract with Parametrix Engineering, Planning, and Environmental Services for the development and completion of a site selection study for the South Salem Transit Center; and approve a project budget of \$375,000, which includes a contingency of approximately 15%.**



**To:** Board of Directors

**From:** Al McCoy, Chief Financial Officer

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2020

**Subject:** Authorize the General Manager to Execute a Contract with The Gunter Group for Management of the Implementation of Tyler Munis ERP Software

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## ISSUE

Shall the Board authorize the General Manager to execute a contract with The Gunter Group for project management and technical advisory services in the implementation of Tyler Munis Enterprise Resource Planning/Human Resource Management (ERP/HRM) software, for a term of two years and a not-to-exceed amount of \$397,320?

## BACKGROUND AND FINDINGS

District staff determined several years ago that the ERP/HRM system currently in use by the District no longer met its needs. A solicitation led to the selection of Tyler Munis ERP software as the replacement. Critical staff turnover and a shortage of staff to manage the implementation and testing necessary for a successful transition stalled the project. Staff determined that a complete project restart with external project management, and technical services help, from an experienced consulting group would be critical to achieving implementation success.

On July 23, 2020, the District issued a Request for Proposal (RFP) for ERP/HRM Consulting Services, with a contract to be awarded on a full proposal process. The solicitation closed on August 24, 2020. There were four (4) proposals submitted; however, only three (3) were determined to be responsive to the solicitation requirements. A Source Evaluation Committee (SEC) was formed to review and evaluate all proposals. After review, the SEC requested clarification questions in response to the proposals and subsequently, there were 2 suppliers determined to be responsive. The proposals were evaluated across five (5) categories. The SEC evaluated, interviewed, and conducted a final scoring. The decision of the SEC was to recommend a

contract award to the highest scoring supplier – The Gunter Group, LLC, which has its home office in Portland, Oregon.

Please see the table below for the evaluation comparison:

<b>RFP 20-017: FINAL SCORING SUMMARY</b>						
11/3/2020						
<b>Trinity Consulting</b>						<b>RANK</b>
	<b>A (20)</b>	<b>B (25)</b>	<b>C (25)</b>	<b>D (10)</b>	<b>E (20)</b>	<b>Total</b>
<b>Totals</b>	<b>12.5</b>	<b>15.6</b>	<b>15.1</b>	<b>4.8</b>	<b>20.0</b>	<b>68.0</b>
<b>The Gunter Group</b>						<b>2</b>
	<b>A (20)</b>	<b>B (25)</b>	<b>C (25)</b>	<b>D (10)</b>	<b>E (20)</b>	<b>Total</b>
<b>Totals</b>	<b>17.9</b>	<b>21.8</b>	<b>22.4</b>	<b>8.6</b>	<b>20.0</b>	<b>90.6</b>
<b>Category A: General Qualifications and Experience of Firm (20 Possible Points)</b>						
<b>Category B: Proposed Staff Qualifications &amp; Resources (25 Possible Points)</b>						
<b>Category C: Project Understanding &amp; Plans For Providing Services (25 Possible Points)</b>						
<b>Category D: References (10 Possible Points)</b>						
<b>Category E: Price Proposal / Cost (20 Possible Points)</b>						

If executed, the terms of this contract would be for 24 months, commencing January 1, 2021, and concluding on December 31, 2022. The total amount of the contract would be not to exceed \$397,320, which is inclusive of a 10% contingency.

### FINANCIAL IMPACT

The amount of the proposed contract for these services is budgeted in the FY2020-21 Adopted Budget as a capital project under the Finance Division in the Capital Projects Fund.

### RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute a contract with The Gunter Group, LLC for project management and technical services relating to the implementation of Tyler Munis ERP/HRM software for an amount not to exceed \$397,320.

### PROPOSED MOTION

**I move that the Board authorize the General Manager to execute a contract with The Gunter Group, LLC for project management and technical services relating to the implementation of Tyler Munis ERP/HRM software in the not-to-exceed amount of \$397,320.**





**To:** Board of Directors

**From:** Al McCoy, Chief Financial Officer

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2020

**Subject:** Adoption of Resolution #2020-11 Amending the FY2020-21 Budget

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**ISSUE**

Shall the Board adopt Resolution #2020-11 that amends Resolution #2020-02 approved June 25, 2020, and Resolution #2020-09 approved September 24, 2020, in order to increase appropriations in the FY2020-21 Budget?

**BACKGROUND AND FINDINGS**

In accordance with Oregon Budget Law, the FY2020-21 Budget was adopted last June at the Division and Fund level. On September 24, 2020, the Board adopted a resolution amending the budget to add appropriations of Federal 5307 and 5339 funding for two capital projects.

The District has subsequently been awarded three grants from two sources that need to be amended into the FY2020-21 Adopted Budget. In order to expend these additional grant funds, the Board will need to approve that these amounts be added to the previously adopted FY2020-21 Budget.

Subsequent to budget adoption, Federal 5310 Discretionary funds were awarded to the District in the amount of \$122,400 to fund two projects: (1) preventative maintenance of Cherriots Regional bus stops, and (2) Mobility Management Regional services outreach campaign. Adding the 20% local match to each grant increases the funding to \$153,000.

On November 5, the District received notice of the awarding of the Rural Veteran’s Healthcare Transportation (RVHT) grant, funded by Oregon Lottery dollars. As discussed at the October 22, 2020, Board meeting, the District will pass these funds through to the qualifying subrecipient, City of Woodburn. The total amount is \$45,000 and there is no match requirement.

Per ORS 294.338(2) and (3), “unforeseen grants” at the time of budget for a specific purpose may be appropriated by the authorization of the governing body through appropriation resolution.

The following table shows the recommended appropriation changes in the General Fund and the Transportation Programs Fund. There are no changes in the Capital Projects Fund.

<b>General Fund</b>	<b>FY21 Amended Budget</b>	<b>Change</b>	<b>Amended Appropriation</b>
<i>Resources:</i>	\$39,441,998	\$30,600	<b>\$39,472,598</b>
<b>Total Resources</b>	<b>\$39,441,998</b>	<b>\$30,600</b>	<b>\$39,472,598</b>
<i>Requirements:</i>			
All Division Expenses	\$34,598,930	\$0	\$34,598,930
<b>Total Requirements</b>	<b>\$34,598,930</b>	<b>\$0</b>	<b>\$34,598,930</b>
Transfer Out to Capital Fund	\$2,318,538	\$0	\$2,318,538
Transfer Out to Transportation Programs Fund	\$1,555,000	\$30,600	\$1,585,600
<b>Total Transfers Out</b>	<b>\$3,873,538</b>	<b>\$30,600</b>	<b>\$3,904,138</b>

<b>Transportation Programs Fund</b>	<b>FY21 Amended Budget</b>	<b>Change</b>	<b>Amended Appropriation</b>
<i>Resources:</i>			
Federal Assistance	\$6,897,384	\$122,400	\$7,019,784
Pass Through Funds From State	\$803,464	\$45,000	\$848,464
Transfer In from General Fund	\$1,555,000	\$30,600	\$1,585,600
All other Fund resources	\$1,846,604	\$0	\$1,846,604
<b>Total Resources</b>	<b>\$11,102,452</b>	<b>\$198,000</b>	<b>\$11,300,452</b>
<i>Requirements:</i>			
Operations	\$9,090,227	\$153,000	\$9,243,227
GM/BOD/SIPM	\$840,185	\$45,000	\$885,185
Communication	\$494,261	\$0	\$494,261
<b>Total Requirements</b>	<b>\$10,424,673</b>	<b>\$198,000</b>	<b>\$10,622,673</b>

## FINANCIAL IMPACT

There is an increase in total FY2020-21 Budget appropriations with this proposed budget amendment resolution. The recommended actions increase the appropriations of the Transportation Programs Fund by \$198,000 and increase the appropriations of the General Fund by \$30,600.

## **RECOMMENDATION**

Staff recommends that the proposed resolution to amend the Adopted FY2020-21 Budget be adopted, adding appropriations for federal and state grants and the District match.

## **PROPOSED MOTION**

**I move that the Board adopt Resolution #2020-11 that amends Resolutions #2020-02 and #2020-09, to authorize a budget amendment increasing appropriations in the General Fund and Transportation Programs Fund by the fund and division detailed in this memo.**



## RESOLUTION NO. 2020-11

### A RESOLUTION ADOPTING A FISCAL YEAR 2020-21 SUPPLEMENTAL BUDGET INCREASING RESOURCES AND APPROPRIATIONS FOR SALEM AREA MASS TRANSIT DISTRICT

**WHEREAS**, the Salem Area Mass Transit District (“District”) Board of Directors adopted Resolution No. 2020-02 to adopt the Fiscal Year 2021 Budget by major fund and category on June 25, 2020.

**WHEREAS**, the Salem Area Mass Transit District (“District”) Board of Directors adopted Resolution No. 2020-09 to amend the Fiscal Year 2021 Budget by major fund and category on September 24, 2020.

**WHEREAS**, ORS 294.471(1)(c) authorizes the adoption of a supplemental budget when funds are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget.

**WHEREAS**, Resolution No. 2020-11 recognizes a new federal funding source has been awarded to the District for Preventative Maintenance of Cherriots Regional Bus Stops. The federal funds to be appropriated in Fiscal Year 2021 being \$80,000, with a local match of \$20,000, to fund regular maintenance, cleaning, and repair of bus stops.

**WHEREAS**, Resolution No. 2020-11 recognizes that a federal funding source has been awarded to the District for Mobility Management Regional Service Outreach. Federal funds of \$42,400, with a local match of \$10,600 must be appropriated for this project to increase awareness of Cherriots Regional services through a public outreach campaign.

**WHEREAS**, Resolution No. 2020-11 recognizes a new state funding source has been awarded to the District for pass through to the City of Woodburn. The state funds to be appropriated in Fiscal Year 2021 being \$45,000, with no match, to fund City of Woodburn’s Volunteer Medical Transportation Program in providing fare-free rides to eligible veterans for their medical appointments.

**WHEREAS**, the Board determined that it is necessary to adopt a budget amendment with the following additions of resources and appropriations:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SALEM AREA MASS TRANSIT DISTRICT;**

**THAT**, the Board of Directors adopts Resolution 2020-11 to amend the Budget for FY2020-21; and

**THAT**, the amounts shown below are hereby appropriated as follows, and shall become effective upon adoption of this Resolution:

<b>General Fund</b>	<b>FY21 Amended Budget</b>	<b>Change</b>	<b>Amended Appropriation</b>
<i>Resources:</i>	\$39,441,998	\$30,600	<b>\$39,472,598</b>
<b>Total Resources</b>	<b>\$39,441,998</b>	<b>\$30,600</b>	<b>\$39,472,598</b>
<i>Requirements:</i>			
All Division Expenses	\$34,598,930	\$0	\$34,598,930
<b>Total Requirements</b>	<b>\$34,598,930</b>	<b>\$0</b>	<b>\$34,598,930</b>
Transfer Out to Capital Fund	\$2,318,538	\$0	\$2,318,538
Transfer Out to Transportation Programs Fund	\$1,555,000	\$30,600	\$1,585,600
<b>Total Transfers Out</b>	<b>\$3,873,538</b>	<b>\$30,600</b>	<b>\$3,904,138</b>

<b>Transportation Programs Fund</b>	<b>FY21 Amended Budget</b>	<b>Change</b>	<b>Amended Appropriation</b>
<i>Resources:</i>			
Federal Assistance	\$6,897,384	\$122,400	\$7,019,784
Pass Through Funds From State	\$803,464	\$45,000	\$848,464
Transfer In from General Fund	\$1,555,000	\$30,600	\$1,585,600
All other Fund resources	\$1,846,604	\$0	\$1,846,604
<b>Total Resources</b>	<b>\$11,102,452</b>	<b>\$198,000</b>	<b>\$11,300,452</b>
<i>Requirements:</i>			
Operations	\$9,090,227	\$153,000	\$9,243,227
GM/BOD/SIPM	\$840,185	\$45,000	\$885,185
Communication	\$494,261	\$0	\$494,261
<b>Total Requirements</b>	<b>\$10,424,673</b>	<b>\$198,000</b>	<b>\$10,622,673</b>

**ADOPTED** by the Board of Directors on the 17<sup>th</sup> day of December, 2020.

**ATTEST:**

\_\_\_\_\_  
 President  
 SAMTD Board of Directors

\_\_\_\_\_  
 Secretary  
 SAMTD Board of Directors



# BOARD MEETING MEMO

Agenda Item H.1

**To:** Board of Directors

**From:** Chris French, Senior Planner  
David Trimble, Deputy General Manager/COO

**Thru:** Allan Pollock, General Manager

**Date:** December 17, 2019

**Subject:** January 2021 Service Change Briefing

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## ISSUE

Shall the Board receive a briefing regarding changes to Cherriots fixed route services beginning January 3, 2021?

## BACKGROUND AND FINDINGS

### Service Changes

Every four months during non-COVID conditions in January, May and September, service changes are implemented based on input from customers, transit operators, District employees, and performance monitoring results. Here is what is changing on January 3, 2021.

### Weekday Local Service

This service will remain the same as our current service that began September 27th, 2020 providing approximately 95% of service hours compared to pre-pandemic weekday service. There are no changes from current service.

### Saturday Local Service

Saturday service will continue to be 100% of our pre-pandemic service levels.

## **Weekday Regional Service**

Set to begin with the January Service Change is our new Route 45 - Central Polk County. The service will be a deviated fixed-route service that will serve the communities of Dallas, Monmouth, and Independence. The service will replace the Polk County Flex service that has been serving those communities for many years. The change is a result of an extensive public outreach effort in 2019 that showed the community preferred the deviated fixed-route option over the flex route. Route 45 will provide five round trips throughout the day and will run in each direction every two hours. Deviations will be allowed on this route. People who may wish to request a deviation must call the Cherriots Call Center 24 hours in advance to make their request. All other weekday Regional service will continue to operate at pre-pandemic levels.

## **FINANCIAL IMPACT**

**None**

## **RECOMMENDATION**

**Information Only**

## **PROPOSED MOTION**

**Information only**



**To:** Board of Directors  
**From:** Allan Pollock, General Manager  
**Date:** December 17, 2020  
**Subject:** Board Member Committee Report

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**ISSUE**

Shall the Board report on their activities and committee assignments as representatives of Salem Area Mass Transit District?

**BACKGROUND AND FINDINGS**

Board members are appointed to local, regional, or national committees. Board members also present testimony at public hearings on specific issues as the need arises on behalf of SAMTD. Board members may take this opportunity to report committee updates or on any meetings or items of note relating to District business.

Subdistrict 1 Director Nguyen	Diversity, Equity, and Inclusion Committee
Subdistrict 2 Director Busch	Citizens Advisory Committee
Subdistrict 3 Director Carney	Salem-Keizer Area Transportation Study (SKATS)
Subdistrict 4 Director Hinojos Pressey	
Subdistrict 5 Director Davidson	Mid-Willamette Valley Council of Governments (MWVCOG) Mid-Willamette Area Commission on Transportation (MWACT)
Subdistrict 6 Director Krebs	
Subdistrict 7 Director Richards	State Transportation Improvement Fund Advisory Committee Special Transportation Fund Advisory Committee





555 Court St NE, Suite 5230, Salem, OR 97301 | 503-588-2424 PH 503-566-3933 FAX | [Cherriots.org](http://Cherriots.org)

## SALEM AREA MASS TRANSIT DISTRICT

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### REQUEST FOR PROPOSAL

**RFP 20-036**

### **South Salem Transit Center – Site Selection Services**

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Date Issued:	September 4, 2020	
Pre-Proposal Conference:	September 21, 2020	11:00AM PDT (Via Teleconference)
Requests for Question Deadline:	September 24, 2020	4:00PM PDT
Response to Questions:	September 29, 2020	5:00PM PDT
Proposal Closes & Responses Due:	October 9, 2020	4:00PM PDT
Project Manager:	Steve Dickey, Director of Strategic Planning and Strategic Initiatives	
Procurement Contact	Daniel M. Knauss, Procurement & Contracts Manager	
Submit Bid:	Salem Area Mass Transit District Procurement & Contracts Department 555 Court Street NE, Suite 5230 Salem, Oregon 97301	

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## RFP 20-036

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**PART 1**  
**INSTRUCTIONS FOR PROPOSER**  
**SALEM AREA MASS TRANSIT DISTRICT**  
**REQUEST FOR PROPOSAL (RFP)**  
**RFP No. 20-036**  
**SSTC SITE SELECTION SERVICES**

**Issue Date: September 4, 2020**

**Proposal Due: October 9, 2020**  
**Time: 4:00 PM PDT**

**SAMTD OVERVIEW**

SALEM AREA MASS TRANSIT DISTRICT (SAMTD) is a public transportation agency operating buses over routes in metropolitan areas providing transit and paratransit service in the urban growth boundary of the Salem-Keizer area and Marion and Polk counties. Other SAMTD services include Cherriots Shop and Ride, Cherriots Regional service, Paratransit service, travel training and rideshare information, including carpool and vanpool matching.

SAMTD operates 64 local route buses, 34 paratransit buses (Cherriots LIFT), 15 regional buses and several shopper shuttles. In addition, one commuter service connects SAMTD with Wilsonville to the North. SAMTD also manages rideshare services. SAMTD services operate Monday – Friday between the hours of 5:00 AM and 12:00 AM and Saturdays between of 6 AM and 10 PM.

SAMTD Locations:

**Administrative Offices**

General Manager, Finance, Customer Service, Marketing, Human Resources and part of the Operations Division are located at:

555 Court St N.E., Suite 5230, Salem, OR

**Operations, Contracted Services, and Maintenance**

Del Webb Facility

3140 Del Webb Ave, Salem, OR

The Del Webb facility also includes the parking area for buses not in service.

**Keizer Transit Center**

5860 Keizer Station Blvd., N.E.

Keizer, OR 97303

**SECTION 1: INTRODUCTION**

SAMTD is soliciting Proposals for professional consulting services to identify and select a combined transit center and park and ride site, with possible supporting of additional transfer stops in south Salem. Proposers will evaluate candidate sites for a transit center and park and ride in south Salem by collecting primary data on the current and future transit market, completing due diligence on specific sites, and prepare a conceptual design for the future facility. Successful completion of the work plan will require a good understanding of SAMTD’s long-term needs, a strong ability to work with SAMTD staff and the community of south Salem, and strong communication and data gathering skills to fully understand and listen to the current and future transit market of south Salem.

Once the preferred site is identified, this project will provide the foundation for the next phase of project development, allowing the project to proceed into the environmental and preliminary design phases. A resultant contract will include the scope of services and specifications and all work as identified in PART 2 of this solicitation.

Successful Proposer shall be licensed by the State of Oregon to do the work required under this contract.

Successful Proposer shall obtain and maintain in current status all applicable permits and licenses.

For Scope and Specifications for this project, please see PART 2 of this RFP.

## SECTION 2: PROJECT MILESTONES

- **Notice To Proceed** to successful contractor – December 21, 2020 (estimate)
- **Substantial** contract completion by – March 31, 2022 (estimate)
- **Final** contract completion by – June 30, 2022 (estimate)

## SECTION 3: INSTRUCTIONS TO PROPOSER

### 1. A. Proposal Submission Requirements

Response shall be submitted in a sealed envelope / container to the following address and clearly marked "RFP 20-036 South Salem Transit Center Site Selection Services".

Proposals must be submitted as follows:

1. One (1) original and four (4) copies of the response and proposal documents. One (1) copy must be unbound for ease of photocopy reproduction.
2. One (1) electronic PDF format version of the response and proposal documents on a USB flash drive.
3. Digital signatures on forms are permitted.
4. Submit with a cover letter to:

Daniel M. Knauss  
Procurement & Contracts Manager  
Salem Area Mass Transit District  
555 Court St., NE  
Suite 5230  
Salem, Oregon 97301

[dan.knauss@cherriots.org](mailto:dan.knauss@cherriots.org)

5. In the event of any conflicts between the hard copy and the electronic copy, the hard copy will prevail.

#### 6. **COVID-19 Considerations:**

An email submission with electronic signatures submitted on or before the proposal close date and time will be accepted and considered a timely response to our solicitation.

SAMTD will also accept an electronic formatted version (thumb drive preferred) of the proposal documents, which are received at the SAMTD office on or before the proposal close date and time, and this submission will also be accepted and considered a timely response to our solicitation.

Additionally, SAMTD will also accept hard copy proposals that are received on or before the proposal close date, however an electronic formatted version is also required. Proposals

delivered via US Mail can continue to be sent to the address identified in the solicitation.

Proposals must be received by SAMTD by **4:00 p.m., Pacific Time, October 9, 2020.**

- B. Accommodation For People With Disabilities** - People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact SAMTD seven (7) working days prior to the scheduled proposal opening.
- C. Exceptions / Modifications To Drawings And Specifications** - Proposer may not take exception to, or modify any part of, the Drawings or Specifications.
- D. Right of Rejection / Cancellation and Irregularities** - SAMTD reserves the right to reject any or all Proposals, or part thereof, to accept one or more items of a proposal without obligation as to other items. SAMTD reserves the right to cancel this RFP / solicitation at any time without liability prior to execution of a contract by SAMTD if it is in SAMTD's or the public's best interest and is not liable for any costs the firm incurs while preparing or presenting the proposal. All Proposals will become part of the public file without obligation to SAMTD. SAMTD enforces the right to wave irregularities anytime through the solicitation process.
- E. Late Proposals** - Proposals submitted or received after the date and time indicated herein may not be accepted. Requests for extensions of the proposal closing date or time may be requested prior to the deadline for receipt of Proposer questions noted above. Timely requests will be considered, but SAMTD reserves the right to extend the due date or decline to extend the due date at its sole discretion.
- F. One Proposal; Partial Proposals** – A Proposer may not submit more than one (1) Proposal in response to this solicitation. No partially completed Proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.
- G. Single-Proposer Responsibility** - Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must propose all professional services/goods and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task.
- H. Withdrawal or Modification of Proposals** – Proposals shall not be modified after the due date and time for Proposal submittal. Proposals may be withdrawn by Proposer before Proposal due date and time as specified within this solicitation.
- I. Requests for Clarification or Modification** - All requests for clarification or modification of the RFP shall be made in accordance with Section 3, 13 of this RFP. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to all interested Proposer. Where applicable, Proposer is required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as any cost or savings to SAMTD and the advantage to SAMTD of the proposed change.
- J. Required Forms:** If a form does not apply to your business or Proposal, please mark the form “Not Applicable.” Sign and date each form. Some forms may require notarization. Failure to complete all forms will result in your Proposal being ruled nonresponsive. Nonresponsive Proposals will not be evaluated or awarded a contract.
- K. Addenda** - Modifications to this RFP shall be made only by addenda to the solicitation. Verbal or faxed instructions, interpretations, and changes shall not serve as official expressions of SAMTD and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposer and included in their Proposals. All addenda issued by SAMTD shall be acknowledged by Proposer on the Acknowledgement of Addenda form.
- L. Experience and Qualifications (REQUIRED)** – Proposer must demonstrate to the satisfaction of SAMTD that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.

1. **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational structure, size, capabilities, financial ability of Proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the Proposer deems pertinent and introductory in nature.
  2. **Qualifications of Proposer:** The Proposer shall describe its knowledge and past project experience relevant to SAMTD's needs as listed in the Scope and Specifications in PART 2 of this RFP, including the Proposer's direct experience on projects of similar size, scope and complexity.
- M. Ambiguity in Specifications** - Proposer shall promptly notify the SAMTD Procurement Manager at the address listed in Section 3, 1.A of this RFP, of any ambiguity, inconsistency, or error that they may discover upon examination of the Proposal documents.
- N. DBE (Disadvantaged Business Enterprise):** SAMTD has an overall agency goal of **4.00 percent** for the utilization of DBEs using race neutral means. SAMTD strongly encourages and expects Proposer to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with DBE firms in the ordinary course of its business/teaming strategies. Proposer are encouraged and expected to create a level playing field to the maximum practical extent, consistent with the objectives and requirements of the SAMTD DBE Program, which is based on federal regulations codified at 49 CFR Part 26. The DBE participation goal applies to the total value of the contract including the results of all pre-award negotiations and post-award change orders/modifications. SAMTD's DBE Program and Policy may be accessed at [www.Cherriots.org/en/about-us/procurement](http://www.Cherriots.org/en/about-us/procurement).
- O. Substitution of Materials:** BASE PROPOSAL MUST BE BASED UPON SPECIFIED MATERIALS. Substitution of materials from those specified must be requested in accordance with the detailed requirements found in the Project Specifications. For the substitutions to be considered the Proposal Form must be accompanied by an alternate price and a detailed description, with drawings and manufacturer's written specifications as may be necessary, on a separate form which fully describes the proposed alternate methods and materials.
- P. Contractor's License Law & Bond Requirements:** Proposer shall comply with, and require all of their subcontractors to comply with Federal, State, County, and City contractor's licensing laws, and be duly registered and licensed thereunder. Proposer shall provide a performance bond and a labor and material payment bond, each in the amount of (100%) of the subcontract price unless otherwise noted in the individual Proposal package.
- Note: A Performance Bond and a Payment Bond is not required for this solicitation.**
- Q. Solicitation and Attachments** – The Solicitation and any attachment or exhibit to this RFP will be incorporated into and made a part of the resulting Contract. In the event of a conflict between the provisions contained in the body of this RFP, the solicitation, and any attachment or exhibit, the terms in the body of the resulting Contract will control.
- R. Waiver of Liens:** The Proposer is responsible for the payment of all bills for labor and materials furnished by, or to, their subcontractors and itself. Upon presentation of the billing, subcontractor shall certify that they are submitting such lien waivers for all of their lower tier subcontractors and material suppliers that have furnished services or materials for the previous billing period. A Bond in lieu of Waivers will not be satisfactory.
- S. Subcontractor's Agreement:** In submitting this Proposal, the Proposer hereby agrees, if awarded a Contract, to enter into and execute SAMTD's standard form of contract agreement.
- T. Value Engineering:** Base Proposal MUST be based upon specified materials. However, Proposer are encouraged to submit value engineering cost Proposals for Owner/Engineer review. These items can be submitted on the Proposal Form and clearly marked "Value Engineering Ideas".

**U. Protest:** Duty to Exhaust Local Procedures. Once the Contractor exhausts SAMTD's protest procedures, as described in applicable SAMTD Procurement Policy, the Contractor may request review from the FTA. Protests shall only be accepted from participating Proposer and must be submitted in writing and in a timely fashion, in accordance with SAMTD's formal protest procedures. SAMTD's formal protest procedures may be requested by contacting SAMTD Procurement by telephone at 503-588-2424.

**V. Certification:** By submitting its Proposal, Proposer certifies that it is in compliance with the State of Oregon statutory requirements governing registration of corporations and/or assumed business names. Further, by submitting its Proposal, Proposer certifies that it is, and that its subcontractors are, in compliance with the State of Oregon statutory requirements governing registration of with the Oregon Construction Contractors Board.

## 2. **PREPARATION OF PROPOSAL**

- A. Proposals must be:
  - i. Submitted on the Proposal forms, or copies of forms, furnished by SAMTD, and
  - ii. Signed. If the Proposal is made by a corporation, it shall be signed by the corporation's authorized designee.
  - iii. The address of the Proposer shall be typed or printed on the Proposal in the space provided.
- B. The Proposal may require Proposer to submit prices for one or more items, including: (1) lump sum proposal; (2) lump sum Proposal alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- C. SAMTD requires proposing on all items (including alternates and unit prices). Failure to do so may disqualify the proposal. If proposing on all items is not required by the specific proposal package documents, Proposer should insert the words "**NO PROPOSAL**" in the space provided for any item on which no price is to be submitted.
- D. Proposer **MUST** comply with the requirements in the Proposal Documents. Modifying the proposal forms, conditioning or limiting the proposal, or offering to perform work not requested by the Proposal Documents may disqualify the proposal.
- E. Proposer to submit the most recent two (2) years of audited financial statements. This information, along with the proposal documents, will be utilized to provide SAMTD information that will lead to a financial ability determination. Financial statements may include P&L Statements, Income Statements, Balance Sheets, Tax Returns, and other company information that may help SAMTD make a financial ability determination.

## 3. **BASE PROPOSAL**

The Proposer agrees to hold all pricing for period of (90) days from the date of the proposal opening.

## 4. **ADDITIVE OR DEDUCTIVE PROPOSAL ITEMS**

The Proposer agrees to hold all alternate and unit prices for ninety (90) days from the date of the proposal opening.

## 5. **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

By submitting this proposal, the Proposer acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, and disposal, handling, and storage of materials; (2) the availability of labor, material, equipment, water, electric power, and roadways; (3) uncertainties of weather, river stages, tides, ground water, or similar climatic and/or physical conditions that may have impact on the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities



needed preliminary to and during the work; (6) compliance with the project quality control program; and (7) compliance with the Proposer's safety plan as approved by SAMTD, and all applicable Occupational Safety and Health Administration (OSHA) regulations.

The Proposer also acknowledges that it has satisfied itself as to character, quality, and quantity of materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, as well as from the drawings, specifications and reports issued with this proposal package and to be made a part of this contract. Any failure of the Proposer to take the actions described and acknowledged in this paragraph will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the work.

**6. PROPOSAL AMOUNT**

The Proposer acknowledges that the details of the specifications accurately reflect the Scope of the Work on which the Proposer is submitting its proposal. Proposer should base their proposal amounts on the following elements:

- A. All labor, material, equipment, overhead, and compensation to complete all of the work under each particular heading as shown in the Proposal Documents at the time of proposal.

SAMTD is not subject to taxation; no federal or other taxes (excise, luxury, transportation, sales, etc.) shall be added to proposal amount.

**7. PROPOSAL RESULTS**

Following any resulting Contract award, SAMTD may provide the following information to interested parties:

- A. The number of Proposals SAMTD received;
- B. The name of the successful Proposer; and
- C. The total resulting contract price, including descriptions of items, quantities, and unit prices, if practical.

SAMTD will attempt to give notice under this paragraph promptly after contract award. SAMTD's failure to give such notice shall not be deemed to affect the validity of the resulting contract.

**8. CONTRACT AWARD**

**A. RESPONSIVENESS OF PROPOSAL**

A proposal will be considered responsive if it meets the following requirements:

- 1. Is received at the proper date and time.
- 2. Meets the stated requirements of the proposal form.
- 3. Exhibits #1 - #14 under this solicitation are all completed and returned with the proposal.
- 4. The Contractor is licensed/registered within the State of Oregon at the time of proposal due date and is not banned from proposing by the Bureau of Labor and Industries.
- 5. The proposal is accompanied by a proposal guarantee, if required.
- 6. Complies with the State of Oregon and Federal requirements as applicable.
- 7. Demonstrated ability to comply with schedule.
- 8. Demonstrates performance of similar projects relative to size, schedule, etc.
- 9. Demonstrates the management resources and financial capacity to effect performance of the work.

**B. APPARENT SUCCESSFUL PROPOSER**

The apparent successful Proposer, for purpose of award, shall be the highest scoring responsive and responsible Proposer inclusive of additive or deductive proposal alternates and within the funds available for the project.



**C. PROPOSAL SELECTION PROCESS**

The successful Proposer shall be selected on the basis of having submitted a responsive and responsible proposal for this proposal package, other requirements established in PART 4, and other requirements of the proposal documents.

**D. EFFECTIVE DATE OF THE CONTRACT**

SAMTD will notify the successful Proposer and provide the successful Proposer with a written Notice of Contract Award. The successful Proposer shall return a signed copy of the Contract as well as all other documents required to be signed or provided such as bonds, insurance certificates, etc. The Contract will only become effective when all parties sign the contract and the Proposer provides all other documents required to be signed or provided such as bonds, insurance certificates, etc. Work performed and all costs incurred prior to SAMTD signature shall be the sole responsibility of the Proposer.

**E. PAYMENT AND PERFORMANCE BONDS**

Proposer must provide proposal, payment and performance bonds in their base price. Where indicated on the Proposal Form and according to the Bonding Requirements attached hereto provide a Deduct for removing requirements from Contract.

**1. Proposal Bond Requirements (Construction)**

Not required for this solicitation

**2. Performance and Payment Bonding Requirements**

The successful Proposer shall be required to obtain performance and payment bonds as follows:

a. Performance bonds (Not required for this solicitation)

b. Payment bonds (Not required for this solicitation)

**F. PROMPT PAY ACT**

All Proposer must comply with the Prompt Payment Act, if selected. Failure to do so will be considered a material breach of contract.

**9. MINIMUM WAGE AND PREVAILING WAGE REQUIREMENTS**

Not required for this solicitation

**10. APPLICABILITY OF RESULTING CONTRACT**

Not required for this solicitation

**11. PROPOSAL DOCUMENTS**

The following documents form a part of and are included in the Proposal Documents:

- A. Proposal Solicitation Documents Complete.
- B. Scope, Drawings, and Specifications for the Project.
- C. Project Schedule Milestone Dates.

**12. SCHEDULE OF PROPOSAL PROCEDURES**

The anticipated project procurement timetable is as follows for Proposal Solicitation RFP 20-036 SSTC Site Selection Services:

Date Issued:	September 4, 2020	
Pre-Proposal Conference:	September 21, 2020	11:00AM (Via Teleconference) * Non-Mandatory *
Requests for Question Deadline:	September 24, 2020	4:00PM PDT
Response to Questions:	September 29, 2020	5:00PM PDT
Proposal Closes:	October 9, 2020	4:00PM PDT

**13. QUESTIONS, CLARIFICATIONS AND CHANGES TO RFP**

SAMTD reserves the right to make changes to the RFP. All changes to the RFP, prior to the receipt of Proposals, shall be electronically distributed through addendum. Failure to acknowledge receipt of an addendum may cause a proposal to be rejected as non-responsive. Following receipt of proposal, any changes to SAMTD's RFP will be conveyed in writing by SAMTD to the Proposer determined to be in the competitive range.

Proposer may submit questions, request clarification, or request a change to the RFP by submitting a written request to Daniel Knauss, Procurement & Contracts Manager at the address set forth above in Section 3, 1.A.(4) or via email [dan.knauss@cherriots.org](mailto:dan.knauss@cherriots.org). The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. Where applicable, Proposer are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as any cost or savings to SAMTD and the advantage to SAMTD of the proposed change.

Questions, clarification requests, and /or RFP change requests must be received by **September 24, 2020 at 4:00 PM** Pacific Time. SAMTD will evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change.

Proposer shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the SAMTD Procurement & Contracts Department.

**14. PRE-PROPOSAL CONFERENCE – NON-MANDATORY**

A Pre-Proposal Conference will be held on **September 21, 2020 at 11:00AM** via Teleconference only. **Suppliers who are considering proposing for this solicitation are strongly encouraged to attend.** The Teleconference instructions are as follows:

**To access via video:**

<https://meet.google.com/qof-hebk-cbe>

**To access via telephone:**

(US)+1 414-909-7085  
PIN: 717 357 888#

**15. SITE VISITATION & VIEWING**

Proposers may view the site areas where work is to be performed. Viewing may take place at any time. The area(s) are on public roadways and are not restricted. SAMTD advises caution when viewing the site area(s) as there is heavy vehicle traffic and Proposers are responsible for their own safety.

**END OF PART 1**

## PART 2

### SCOPE AND SPECIFICATIONS

#### OVERVIEW:

This project seeks to identify and select a combined transit center and park and ride site, with possible supporting additional transfer stops in south Salem. The successful Consultant will evaluate candidate sites for a transit center and park and ride in south Salem by collecting primary data on the current and future transit market, completing due diligence on specific sites and prepare a conceptual design for the future facility. Successful completion of the work plan will require a good understanding of SAMTD's long-term needs, a strong ability to work with staff and the community of south Salem, and communication and data gathering skills to fully understand and listen to the current and future transit market of south Salem.

Once the preferred site is identified, this project will provide the foundation for the next phase of project development, allowing the project to proceed into the environmental and preliminary design phases.

#### SCOPE OF WORK & SPECIFICATIONS:

##### 1. Project Management

The project management task will define the structure and practices by which the project will be managed to completion. The identified Project Manager will be responsible to SAMTD for monthly status meetings, the project's schedule, monthly progress reports, quality control procedures, and ensuring the coordination of all project elements and participants.

##### 2. Review Existing Plans and Document the Current Transit Market

The Consultant will review SAMTD's short and long-range transit plans for the south Salem transit market as well as the existing capital improvement program in the study area. The Consultant will review current and future land use in south Salem and identify transit market growth areas. The Consultant will compile existing transit patronage data on routes that currently serve the south Salem market and will benchmark the performance of SAMTD's current services in south Salem in context with the rest of the District. The Consultant will take into consideration the long-term impacts of the COVID-19 pandemic on how public transportation will function in meeting the needs of businesses and residents of south Salem. At the end of the task, the Consultant will prepare a technical memorandum documenting known characteristics of the south Salem transit market and outline potential capital investment strategies to efficiently and effectively serve the identified transit market to the year 2035.

##### 3. Market Segmentation Analysis

The Consultant will conduct primary data collection to further document the existing and future transit market in south Salem, including the impacts of the COVID-19 pandemic on travel patterns and characteristics. To accomplish this work, the Consultant will be responsible for a series of data collection efforts to understand the current and future transit needs of the following market segments:

- Businesses
- Healthcare providers
- Communities and neighborhoods
- Existing transit riders
- Other commuters

Each of the following subtasks will be undertaken to gain a statistically significant understanding of the current and future of each potential market segment.

3A. Business Survey

The Consultant will take a statistically valid survey of existing business in south Salem to determine the proclivity of the employer or of their employees to utilize current and future transit services in south Salem. The survey will include additional questions on the community's perceived quality of the transit services that are currently being provided and their willingness to utilize different types of transit services (fixed route, park and ride, commuter, express, etc.) in the future.

3B. Community Survey

The Consultant will take a statistically valid survey of the overall community in south Salem to determine their proclivity to utilize current and future transit services in south Salem. The survey will include additional questions on the community's perceived quality of the transit services that are currently being provided and their willingness to utilize different types of transit services (fixed route, park and ride, commuter, express, etc.) in the future.

3C. Existing Transit Rider Survey

The Consultant will take a statistically valid on-board survey of Cherriots routes 4, 6, 7, 8, 11 (southern segment), 18, 21 and Cherriots Regional route 30X to determine the existing riders' travel and patronage patterns. The survey will include additional questions on the existing riders' perceived quality of the transit services that are currently being provided and their willingness to utilize different types of transit services (fixed route, park and ride, commuter express, demand response, local circulator, etc.) in the future. At the end of the subtask the Consultant will provide to SAMTD a summary technical memorandum outlining the results of the subtask and a database of encoded rider surveys.

3D. Existing Rideshare, Carpool, Commuter Market

The Consultant will take a statistically valid survey of SAMTD's existing rideshare and carpool market to determine their proclivity to utilize current and future transit services in south Salem. The survey will include additional questions on the market's perceived quality of the transit services that are currently being provided and their willingness to utilize different types of transit services (fixed route, park and ride, commuter express, demand response, local circulator, etc.) in the future.

3E. Travel Demand Forecasts

The Consultant will work with SAMTD and SKATS to evaluate travel demand forecasts for the study area through 2035. The forecasts will be based upon the updated 2035 or later land use information provided on a per TAZ basis by SKATS and utilizing the latest EMME/2 assignments for transit, automobile and truck traffic as appropriate. The Consultant will document the modeling outputs and will post-process transit demand using common modeling practices where appropriate.

**4. Prepare Current and Future Transit Market Tech Memo**

Based on Tasks 2-3 the Consultant will prepare a technical memorandum outlining the findings from the previous work tasks. The technical memorandum will summarize the existing and future transit markets in south Salem as well as report out the results of the market segmentation analysis. Where possible, the Consultant will make preliminary recommendations on how to best serve the current and future transit markets in keeping with the wishes of the community at large. The Consultant will prepare a preliminary

strategic capital investment analysis that recommends the general and conceptual type, size and location of a future combined transit center and park and ride facility. Alternatively, if the market analysis shows otherwise, the Consultant may prepare one or more strategic capital investment alternatives that meet the needs of the transit markets using a different capital investment strategy. A PowerPoint presentation will be prepared and transmitted to SAMTD for its use to publicize the market segmentation results.

## 5. Coordinate with the City of Salem and other Stakeholders

The Consultant will coordinate with the City of Salem and SKATS to ensure that the design and location process is consistent with the comprehensive plans and vision of the region, and is coordinated with their community development plans and goals.

The Consultant will hold at least one set of meetings with each jurisdiction to familiarize themselves with the transportation and land use/development issues involved in the location, acquisition issues, environmental analyses, and construction of the facility around the identified target area.

Under the direction of SAMTD, a subcommittee of SAMTD's Community Advisory Committee will be formed, and that group will be utilized by the Consultant as a resource and to provide community input for the remainder of the project

## 6. A prototype design, based upon the work specified in tasks 1 through 5, will be needed to move forward into public meetings and to evaluate site alternatives.

The Consultant will prepare conceptual designs and a cost estimate for a prototypical transit center that would be applicable to sites in south Salem which meet SAMTD's operating needs and is consistent with the Task 4 technical memorandum.

The Consultant will prepare graphics and other visual documentation that summarizes the identified sites and will prepare a technical memorandum that evaluates the candidate facility sites selected. A PowerPoint presentation will be prepared and transmitted to SAMTD for its use to publicize the identified candidate sites.

The Consultant will use appropriate screening criteria to evaluate the candidate sites including but not limited to the following:

- Type, size and location of the site
- Traffic patterns
- District operating needs
- Environmental factors
- Acquisition cost
- Capital cost
- Ridership potential
- Community needs and input

## 7. Conduct Public Open Houses or Other Activities to Gain Input

SAMTD views public involvement as a critical component of a successful transit center project. Under direction and assistance from SAMTD, the Consultant will conduct a short series of public open houses, present findings to date, present conceptual designs, and discuss potential selection criteria and the process to be used to move forward in identifying candidate sites for the facility.

## 8. Develop Final Criteria for Site Selection

Based upon the Consultant's experiences and from input received, the Consultant will develop a system of documented criteria upon which to base the selection of a preliminary list of sites. At least two sites should be identified as finalists.

This portion of the work plan should include consideration of environmental issues typical to the development of transit centers, and an evaluation of how those issues might relate to the two areas and the sites under consideration for SAMTD's center in south Salem.

The Consultant will prepare a report describing the candidate sites at the south Salem and detail how the selection criteria were applied and evaluated. The candidate site report will be broadly circulated, to include news media, stakeholders, the business community, and staff and elected officials of the City of Salem and SKATS. The Consultant will meet with the transit board in public work session to review the candidate sites and define the most critical criteria that will lead, in the final step, to the selection of the final individual site to be recommended.

## **9. Recommend a Preferred Site and Prepare Final Report**

The Consultant will work with SAMTD to plan and hold a one-day design charrette for each of the finalist sites. The charrettes will provide an opportunity for open discussion about the needs and desires for each transit center site leading to up to at least one viable concept for each location and, by the end of the session, a preferred alternative to be carried through to the next phase of site selection. The charrette will include a broad representation of stakeholders selected by SAMTD in addition to the Consultant team and will cover functional design issues, aesthetic concepts, value planning and, to the extent possible, integration with surrounding uses and activities. A half day follow-up workshop will be held to present details of the results of the discussions during the design charrettes.

After the number of designs has been narrowed down to 1-2, if there is concern about the functional capacity of the proposed site, the team will chalk out the transit center portion of the design at a time and location suitable for testing. The design will be chalked out using general surveying techniques and will be temporary. Using 1-2 buses, the overall design will be field tested to ensure that buses can navigate the site and successfully use each of the bus bays proposed in the design

The Consultant will formulate their recommendations for the preferred sites at the south Salem location and present them to the Salem Area Mass Transit District Board of Directors. The purpose of this session is to update the public and the jurisdictions on the final selection criteria and process, provide an opportunity for input, and seek consensus from the variety of stakeholders in the project.

The Consultant will conduct the forum and present the candidate sites, proposed conceptual designs, the final selection criteria, and describe the process that will lead to the final selection. This presentation will include an analysis of any anticipated environmental and site acquisition issues, and their potential impact on the final selection.

A written report will be presented by the Consultant to SAMTD, documenting the full site evaluation and review process and the final selections, and including schematic designs and cost estimates for the transit centers as they would be situated on the recommended sites. The report must also contain recommendations on how to best move forward with the next stages of the project.

**END OF PART 2**

**PART 3**  
**PROPOSAL FORMS**  
**EXHIBITS 1-14**

**SALEM AREA MASS TRANSIT DISTRICT EXHIBITS**

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled nonresponsive. Nonresponsive Proposals will not be considered for a contract award. Please sign and date each form and/or certification.

- Proposer Sample Invoice (Please provide)
- Proposer Financial Statements (Please provide)
- Exhibit #1 – Proposal Form
- Exhibit #2 – Acknowledgement of Addenda to RFP
- Exhibit #3 – Non-Collusion Affidavit
- Exhibit #4 – Organizational Conflict of Interest
- Exhibit #5 - DBE Participation Commitment Statement
- Exhibit #6 - DBE Letter of Intent
- Exhibit #7 - DBE Affidavit
- Exhibit #8 - DBE Unavailable Certification
- Exhibit #9 - Contractor's Representations & Warranties Certification
- Exhibit #10 - Federal Debarment & Suspension Certificate
- Exhibit #11 - Certification Regarding Lobbying
- Exhibit #12 – Buy America Certification
- Exhibit #13 – Price Proposal Form
- Exhibit #14 – References

**EXHIBIT #1**

**PROPOSAL FORM**

The undersigned ("Proposer"), upon acceptance by SAMTD, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies, and other work in accordance with the Request for Proposal No. 20-036, entitled "South Salem Transit Center - Site Selection Services," as issued on September 4, 2020.

PROPOSER: The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the Invitation To Proposal (including any exhibits also posted); and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the Proposal referenced above; and
3. That he/she will furnish the designated item(s) and/or service(s) as Proposed in the Proposal; and
4. That he/she certifies under penalty of perjury that Proposer is, to the best of his/her knowledge, not in violation of any Oregon tax law; and
5. That his/her company has been certified as one of the following registered business classifications:

DBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ ESB \_\_\_\_\_ Veteran-Owned \_\_\_\_\_

Corporation \_\_\_\_\_ Other, identify: \_\_\_\_\_

Resident Proposer (Oregon): \_\_\_\_\_ Yes \_\_\_\_\_ No

6. Federal Tax I.D. Number: \_\_\_\_\_ D&B (Dun's) Number: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Firm's Address: \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name of Project Manager and Title \_\_\_\_\_

7. Accounts Receivable Address, if different from above:

\_\_\_\_\_



Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with SAMTD that incorporates the terms and conditions of the entire Request for Proposal package.

Proposer understands that this Proposal constitutes a firm offer to SAMTD that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of Proposals. If awarded the contract, Proposer agrees to deliver to SAMTD the required insurance certificates within ten (10) calendar days of the Notice of Award.

**IMPORTANT: This form must be signed below by an authorized representative of the proposing firm, to authenticate the Proposal.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT #2**

**ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposer to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Contractor Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**EXHIBIT #3**

**NON-COLLUSION AFFIDAVIT**

I state that I am (the sole owner) (a partner) (an officer) (an agent) of \_\_\_\_\_,  
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.  
I am the person responsible in my firm for the price(s) and the amount of this offer.

I state that:

1. The price(s) and amount of this offer have been arrived at independently and without consultation, communication, or agreement with any other contractor, Proposer, or potential Proposer.
2. That neither the price(s) nor the amount of this Proposal, and neither the approximate prices(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the Proposal opening/closing.
3. No attempt has been made or will be made to induce any firm or person to refrain from Proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or competitive Proposal or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive Proposal.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposing on any public contract.

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by Salem Area Mass Transit District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Salem Area Mass Transit District of the true facts relating to the submission of Proposals for this contract.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

**EXHIBIT #4**

**ORGANIZATIONAL CONFLICT OF INTEREST  
AND AVOIDANCE / MITIGATION PLAN**

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to Salem Area Mass Transit District; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
3. Has an unfair competitive advantage.

SECTION I. List potential organizational conflicts of interest. An organizational conflict of interest exists where other activities, relationships, or contracts of a contractor inhibit, affect, or prevent the contractor from rendering impartial assistance or advice to SAMTD; a contractor's objectivity in performing the contract work is or might be otherwise impaired (e.g., a contractor assisting with a design might have a financial interest in a product or system that could be utilized in implementing that design); or a contractor has an unfair competitive advantage which might be gained through its involvement in writing, or reviewing the solicitation and contract documents, including the scope or specification except as part of a general industry review.

SECTION II of this disclosure statement describes the management plan for avoiding or neutralizing the potential Organizational Conflicts of Interest as described in SECTION I of this disclosure statement. I acknowledge that Salem Area Mass Transit District may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that Salem Area Mass Transit District has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.

**SECTION Ia – Name of Person or Firm Potentially Conflicted**

\_\_\_\_\_

**SECTION Ib – Current Project Name and Scope of Work**

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

**SECTION Ic – Future Project Name and Description of Potential Conflict of Interest**

\_\_\_\_\_

**SECTION II - Plan for Managing Potential Conflicts of Interest**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

**EXHIBIT #5**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION  
COMMITMENT STATEMENT**

**AGENCY GOAL: 4.00%**

SAMTD hereby notifies all Proposers that it is the policy of SAMTD to ensure nondiscrimination on the basis of race, color, sex, or national origin in the award and administration of contracts. Proposers are urged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no specific DBE contract goal for this project. Proposers are encouraged to attend any pre-Proposal conferences held to better understand the project and better obtain participation of DBE contractors, as applicable.

**DBE GOAL:** Proposal documents for all Federal Transit Administration-funded projects must contain a DBE policy statement advising Proposers that, as required by the Federal Transit Administration, SAMTD has established an overall DBE goal, and that SAMTD is required to report its DBE participation to FTA each year. As such, SAMTD is required to request information from contractors in order to fulfill its reporting responsibilities.

The Proposer's total DBE goal is the sum of the Proposer's proposed commitment to the goals for disadvantaged and women-owned firms. Proposers will calculate single goal percentages using the Proposer's proposed total dollar amount commitment to each single goal, divided by the Proposer's total amount of Proposal dollars. Goals will be calculated to the nearest one-one hundredth (0.01) of a percent.

Proposers must indicate the total DBE goal they propose to achieve. Even if the assigned contract goals are 0 percent, Proposers must fill in all blanks related to the Proposer's contract goals. FAILURE TO DO SO MAY RENDER THE PROPOSAL NONRESPONSIVE.

**PROPOSER`S CONTRACT GOALS:**

TOTAL DBE GOAL \_\_\_%

The Proposers shall list all DBE subcontractors and their intended function for each phase of this contract. Monetary amounts shall be included beside each subcontractor that is identified to perform work on this contract. If there is no DBE participation, please note so in the space above.

By signing this statement, the Proposer assures that Good Faith Efforts have been made to meet the goal(s) for the DBE participation specified for this contract, and accepts the DBE Policy Statement on the next page.

Contractor Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

## DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT

**DBE POLICY:** It is the policy of the United States Department of Transportation (DOT) and Salem Area Mass Transit District (SAMTD) that minority business enterprises, as defined in 49 CFR 26, shall have an equal opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR 26 and FTA 4220.1F, as amended, apply to this agreement.

**DBE OBLIGATION:** SAMTD or its Contractor agrees to ensure that minority business enterprises, as defined in 49 CFR 26, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. SAMTD and its Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that disadvantaged business enterprises (DBE) have an equal opportunity to compete for and perform contracts. SAMTD and its Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**DBE APPLICABILITY:** This applies to all projects and contracts financed by the Federal Transit Administration (FTA) or through the Oregon Department of Transportation (ODOT) without regard to the funding source. Recipients and Contractors shall conform to all applicable civil rights laws, orders, and regulations, including Section 504 of the Rehabilitation Act of 1973. Recipients and their Contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical handicap, political affiliation, or marital status in the award and performance of ODOT contracts.

**DBE CERTIFICATION:** SAMTD will accept current certifications by the State of Oregon Office of Minority, Women and Emerging Small Business Enterprise Program (OMWESB). If a completed application for DBE certification has been submitted to the Office of Minority, Women and Emerging Small Business Enterprise Program (OMWESB) as of Proposal opening but has not been processed, the District may count the applicant's participation toward achieving the DBE contract specific goal, assuming that the applicant's certification application is approved prior to contract award. The DBE directory of certified firms is available on the Internet at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

This DBE Policy Statement shall be included in all subcontracts entered into under this contract.

**GOOD FAITH EFFORTS:** In addition to signing the DBE Participation Commitment Statement contained in the Proposal documents, the Proposer who has not achieved the assigned goal on this project shall document the steps taken to obtain participation. Failure to document and submit good faith efforts when the Proposer has not achieved the assigned goal shall render Proposal nonresponsive. Good faith efforts may include the following:

- A. Attendance at a pre-Proposal meeting, if any, scheduled by SAMTD to inform the DBEs of subcontracting opportunities in this contract work;
- B. Advertising in general circulation media, trade association publications, and minority-focus media at least ten (10) days before Proposals or Proposals are due. If ten (10) days are not available, a shorter reasonable time will be acceptable;
- C. Use of the Oregon Department of Consumer & Business Services Certified DBE Directory;
- D. Written notification to DBEs that their interest in the contract is solicited;

- E. Efforts to select portions of the work proposed to be performed to increase the likelihood of achieving the assigned goal;
- F. Efforts to negotiate for specific sub-Proposals, including at a minimum:
  - a. The name, address, or telephone number of each DBE contacted;
  - b. A description of the information provided regarding the plans and specifications for the portions of the work to be performed;
  - c. A statement of why additional agreements were not reached;
  - d. Reasons for rejecting as unqualified any DBE contacted;
- G. Efforts to provide assistance in obtaining any necessary bonding or insurance;
- H. Efforts to use the service of banks owned and controlled by minorities or women;
- I. Efforts to assist the DBE in purchasing materials and supplies; and
- J. Any other affirmative action efforts

**CONTRACT/SUBCONTRACT APPLICABILITY:** DBE Program for Contracts Solicitation language shall require that contractors, including subcontractors, must meet all requirements of the DBE program as a matter of responsiveness.

- A. Prompt Payment to Subcontractors: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from SAMTD. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of SAMTD. This clause applies to both DBE and non-DBE subcontracts.
- B. Contract Assurance Clause: SAMTD will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**EXHIBIT #6**

**DBE LETTER OF INTENT**  
*(To be completed by each DBE)*

To: \_\_\_\_\_  
(Name of Prime Proposer)

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

- Individual
- Partnership
- Corporation
- Joint Venture

The Disadvantaged Business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated \_\_\_\_\_, or
- (b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project *(specify in detail the particular work items or parts thereof to be performed)*:

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The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with SAMTD.

Date \_\_\_\_\_  
Name of Disadvantaged Business Enterprise

By \_\_\_\_\_



**EXHIBIT #7**

**DBE AFFIDAVIT**

*(To be completed by each DBE)*

STATE OF \_\_\_\_\_ (DATE \_\_\_\_\_)

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he/she is the

\_\_\_\_\_  
(Sole owner, partner, president, treasurer or

\_\_\_\_\_ of \_\_\_\_\_ and certifies that since the  
date

other duly authorized official of a corporation)

(Name of DBE)

of its certification by the Oregon Department of Transportation (ODOT), \*UCP or other \*DOT, the  
certification has not been revoked nor has it expired nor has there been any change in the minority  
status of \_\_\_\_\_.

(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

\*Certified DBE's can be found on <http://www.oregon4biz.com/How-We-Can-Help/COBID/>

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Affix Seal Here:

**NOTE:** The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

\*Please list other entity \_\_\_\_\_

**EXHIBIT #8**

**DBE UNAVAILABLE CERTIFICATION**

***To be completed by Prime Contractor:***

I, \_\_\_\_\_, the below named agent of \_\_\_\_\_, certify that I have contacted the following Disadvantaged Business Enterprise to obtain a Proposal for the following work items.

Certified DBE Contractor	Work Disciplines Sought

*To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a Proposal for the following reason(s):*

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

***To be completed by DBE:***

\_\_\_\_\_ was offered an opportunity to propose  
(Name of Disadvantaged Business Enterprise)  
 on the above identified work on \_\_\_\_\_ by \_\_\_\_\_.  
(Date) (Source)

*The above statement is a true and accurate account of why I did not submit a Proposal on this project.*

\_\_\_\_\_  
(Signature of Disadvantaged Business Enterprise)      \_\_\_\_\_  
(Date)

**EXHIBIT #9**

**CONTRACTOR’S REPRESENTATIONS AND WARRANTIES CERTIFICATION  
(State of Oregon)**

**Contractor hereby represents and warrants to Salem Area Mass Transit District (SAMTD) that:**

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor’s knowledge, after due inquiry) has never knowingly or intentionally failed to comply with:
  - (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
  - (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
  - (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any goods and/or services to be provided to SAMTD, in the performance of Contractor’s obligations under this Contract, shall be provided to SAMTD free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Contractor Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

*To be included with ALL SOLICITATIONS, per SB 675, eff. 9-21-15.*

**EXHIBIT #10**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 U.S.C. § 6101 and similar federal requirements regarding debarment, suspension, and ineligibility with respect to federally funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier (subcontractors) covered transaction it enters into.

By signing and submitting its Proposal or Proposal, the Proposer or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Salem Area Mass Transit District. If it is later determined that the Proposer or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Salem Area Mass Transit District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions (subcontractors).

If the Proposer or Proposer is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space \_\_\_\_\_.

---

Signature of the Proposer or Proposer Authorized Official

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Name and Title of the Proposer or Proposer Authorized Official

---

Federal ID #

---

Dun & Bradstreet (Dun's) ID #

---

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION**  
*Instructions for Certification*

1. **By signing and submitting this Proposal or Proposal, the prospective contractor is providing the signed certification set out below:**

**"Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transaction"**

- (1) The prospective contractor certifies, by submission of this Proposal or Proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this Proposal or Proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Salem Area Mass Transit District (SAMTD) may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to SAMTD if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "persons," "lower-tier covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective contractor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by SAMTD.
6. The prospective contractor further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, SAMTD may pursue available remedies including suspension and/or debarment.

**EXHIBIT #11**

**CERTIFICATION REGARDING LOBBYING**

*Certifications for Contracts, Grants, Loans, and Cooperative Agreements Exceeding \$100,000*

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

1. No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal-appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. **NOTE: CONTRACTORS AND REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.**

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT #12**

**BUY AMERICA CERTIFICATION**

*(To be submitted with each Proposal or offer exceeding \$150,000)*

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 U.S.C. 5323 (j)(1) and 49 CFR 661.

C. Certificate of Compliance

The Proposer or offeror hereby certifies that it **WILL** comply with the requirements and the regulations in 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

OR

Certificate of Noncompliance

The Proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

It is important to remember that this Proposal is funded in part by the Federal Transit Administration (FTA). In accordance with FTA requirements, each vendor SHALL complete this form and submit it as a part of their Proposal.

**Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.**

1. Except as provided in Part 661, no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
2. All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
3. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail, and contact rail.
4. For a manufactured product to be considered produced in the United States:
  - (a) All of the manufacturing processes for the product must take place in the United States; and
  - (b) All items or material used in the product must be of United States origin.

**Note: Exhibit #13 “Price Proposal Form” and Exhibit #14 “References” are located in separate files included with this solicitation package.**

**END OF PART 3**



## PART 4

### EVALUATION OF PROPOSALS

#### Evaluation Criteria and Procedure

It is intended that one contract be awarded to the responsible, responsive Proposer whose proposal SAMTD determines in writing is the most advantageous to SAMTD. Only those Proposals determined to be responsive will be considered for award.

It is anticipated that SAMTD will select a Contractor and award a contract for consulting services. The selection will be made based on the proposals submitted and the evaluation criteria listed below. However, SAMTD reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

A Source Evaluation Committee (SEC) will be appointed to evaluate the proposals received. Each of the criteria listed below will be reviewed by the committee for the purpose of scoring proposals, based on how fully each proposal meets the requirements identified in this RFP 20-036.

SAMTD may utilize a multi-step approach in the initial selection / evaluation process.

- During the first step of the evaluation process, proposal submissions will be evaluated based on the qualifications & experience, project organization & staffing plan, project management plan, technical approach, compliance with technical & functional requirements, and pricing as listed below in the evaluation criteria to set and establish a competitive range.
- All proposals selected for the competitive range will move to the next step of the evaluation process, which may include oral or written discussions, interviews or negotiations, or any combination, with Proposers identified to be within the competitive range.
- The Source Evaluation Committee reserves the right to make an award to the highest scored Proposer, based upon the initial rankings, and to bypass the interview process. The initial rankings will then become the final rankings.
- The Source Evaluation Committee reserves the right to choose to select the highest scored Proposers in a competitive range, and request an Interview / Presentation.
- After any interviews / Presentations, the SEC will Re-evaluate proposals based upon the information gained during the interviews / presentations, qualifications & experience, project organization & staffing plan, project management plan, technical approach, and pricing as listed below in the evaluation criteria.
- The Source Evaluation Committee additionally reserves the right to request sealed Best And Final Offers (BAFO) which would then become part of the final evaluation and rankings.

#### **EVALUATION CRITERIA:**

##### **A. Format of Proposals**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements specified within this RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility, and within the discretion, of the Proposer.

- (1) Proposers shall submit proposals as set forth in this RFP PART 1, Section 3, 1.A, above.
- (2) Proposers are cautioned not to minimize the importance of an adequate response in any area.

- (3) Proposers shall use a standard 12-point font, single-spaced and one-inch page margins. Proposals should contain written information on both sides of each sheet of paper.

## **B. Content of Proposals**

The items described in each section below shall be addressed in the proposal documents at a minimum. The evaluation of the technical Proposals will be based on qualifications, demonstrated competence, technical response to the RFP, and price. All proposals shall be initially evaluated and ranked, based on the following criteria, with the weight relationships shown in parenthesis.

Provide the following information:

### **(1) Qualifications and Experience of Firm And Staff**

**(30 Possible Points)**

- (a) **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in this contract.
- Describe primary business experience of the Proposer,
  - Proposer's overall mission statement,
  - Provide financial statements and describe Proposer's financial ability to fulfill a resultant contract,
  - Provide an overview of services offered,
  - Length of time in business,
  - Organizational structure,
  - Size and capabilities,
  - Ownership,
  - The location of office(s),
  - Telephone number, e-mail address, web-site address, and
  - Any other information the Proposer deems pertinent and introductory in nature.
  - A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.
- (b) **Qualifications of Proposer:** The Proposer shall describe its knowledge and past project experience relevant to SAMTD's needs as listed in PART 2, Scope of Work, including the Proposer's direct experience on projects of similar size, scope and complexity; include dates, locations, type of service, project managers, and names, addresses, contact persons and telephone numbers of clients.
- (c) **Staffing Plan:** The Proposer shall describe and provide the experience and qualifications of each team member, including, but not limited to, a summary of experience with related work, years of experience in the specified position. The information shall be presented as a bio and detailed team member resumes or CVs may also be included. At a minimum, Proposers shall clearly describe the direct qualifications and experience of personnel identified below:
- **Project Manager.** This is the individual who will be responsible for the overall performance of the work and who will be the primary representative of the Contractor.
  - **Contractual Representative.** This is the individual who will coordinate with SAMTD on contractual negotiations and administration.
  - **Services Lead.** This is the individual who will be on-site and responsible for the on-site services and coordination of other Contractors on-site.

**(2) Project Management Plan & Technical Approach**

**(30 Possible Points)**

Provide an overview of the Proposer’s project management plan to ensure adequate technical and administrative oversight and provision of services to perform the work, and to manage Project schedule. The Project Management Plan shall also include the following:

- A description of Proposer’s plan and scope to provide services detailed in PART 2 Scope And Specifications in order to complete the work detailed.
- Implementation schedule with key milestones identified.
- Overview of project start-up, and quality assurance plans for the project.
- The Proposer shall provide the overall technical approach to providing all services identified in PART 2 – Scope And Specifications of this RFP.
- Provide an estimate of the schedule to complete the work, and Proposer’s capacity to complete the project within those timelines.
- Describe the proposed procedures for technical and administrative communications between the Proposer and SAMTD.
- Discuss proposed quality control / quality assurance measures and procedures.
- Description and specifications on the equipment proposed
- Proposer’s expectations of SAMTD.

**(3) References (Exhibit #14)**

**(20 Possible Points)**

The references outlined on proposal Exhibit #14 shall give the name of a contact person with knowledge of Proposer’s work; that person’s address, telephone number, and company; and a description of the type of work performed. References may be contacted by SAMTD.

SAMTD reserves the right to investigate the qualifications of all Proposers under consideration, to contact any Proposer on any part of the information furnished by that Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work under this solicitation. SAMTD reserves the right to visit sites where work of a similar nature has been performed by the Proposer and / or visit the Proposer’s work facility during the evaluation period.

**(4) Price Proposal/Cost (Exhibit #13)**

**(20 Possible Points)**

As outlined in PART 4, SAMTD will consider price proposals from those Proposers technically qualified to perform the work. (See Price Proposal Exhibit #13)

- The price proposal shall include all items of labor, materials, tools, equipment, duties, fees, insurance, shipping, and all other costs necessary to fully complete the services as set forth in this RFP.
- If discounts are provided, they should be clearly identified and described.
- The Price Proposal must be signed by an authorized representative of the Proposer with authority to bind the Proposer.

SAMTD reserves the right to add or delete quantities during any resultant contract period. The items displayed on the Price Proposal form are based on assumed initial need and does not guarantee a minimum or maximum order.

**2.2 Evaluation Procedure**

A. The Procurement & Contracts Department will review proposals received timely, by the deadline closing date and time, for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements detailed within this RFP may be rejected as non-responsive.

B. The Procurement & Contracts Manager shall review and score responsive submissions for price using the following normalizing formula:

$$(\text{Lowest Proposed Base Price} \div \text{Base Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$$

SAMTD will consider price proposals from those Proposers deemed responsive and technically qualified to perform the work.

C. A Source Evaluation Committee (SEC) will be appointed to evaluate proposals. The SEC will review responsive and responsible submissions against the Evaluation Criteria set forth in PART 4 of this RFP or in subsequent Addenda that may be issued for this solicitation. An evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion. The SEC shall evaluate and score technical proposals, and select those Proposers technically qualified to perform the work irrespective of price.

D. The Procurement & Contracts Manager will combine the Proposal Price Scores with the SEC's initial scoring of technical proposals. Consistent with PART 4, price will account for twenty percent (20%) of a proposer's total score. The total points scored on both the technical and price will be considered in determining the competitive range. Competitive Range Proposers may have their references checked by a member of the SEC, the Procurement & Contracts Department, or a combination of both. Competitive Range Proposers may be invited for interviews and Best and Final Offer (BAFO).

E. SAMTD reserves the right to award based upon the most favorable initial proposal.

F. SAMTD reserves the right to make changes to the RFP during discussions / negotiations. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.

G. If the SEC elects to enter discussions with Proposers, each Proposer remaining within the competitive range at the close of discussions / negotiations will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)." Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO to be considered by the SEC. The SEC will evaluate the BAFOs utilizing the evaluation criteria at PART 4 to arrival at a final evaluation score, and make a recommendation for award.

H. SAMTD reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. SAMTD reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period. Any information gained by SAMTD as a result of documentation / evidence provided, and / or obtained from site visits will all be considered during the final evaluation and final scoring.

I. SAMTD's General Manager shall have full authority over SAMTD's source selection and decision to award, subject to applicable Board policy.

### 2.3 Notice to Unsuccessful Proposers

Following a resultant contract award, SAMTD may inform unsuccessful Proposers of:

- a) The number of proposals SAMTD received;
- b) The name and address of the successful Proposer; and
- c) The total contract price, including descriptions of items, quantities, and unit prices, if practical.

## **2.4 Cost / Price Analysis**

SAMTD will perform a cost / price analysis upon receipt of proposals. Each Proposer must submit pricing data in a format acceptable to SAMTD in Proposal Price Form found in PART 3 of the RFP. Additionally, SAMTD reserves the right to require cost data associated with proposed pricing in order to perform a cost analysis. Allowability of costs will be determined in accordance with FTA and Federal Acquisition Regulations (FAR).

## **2.5 Compensation**

SAMTD will not enter into a contract where compensation is based upon cost plus a percentage of cost or on a time and materials basis. Compensation will be fixed price at the prices set forth in the successful Proposer's initial proposal and / or Best And Final Offer.

**END OF PART 4**

## **EXHIBIT A**

### **FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES**

It is the responsibility of the Bidder to ensure that all clauses applicable to the work of a Contract / Agreement resultant from this Solicitation are adhered to by the Contractor and its Sub-Contractors when applicable.

## FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

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2. Buy America Requirements
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32. FTA Protest Requirements
33. Prompt Payment and Return of Retainage
34. Force Majeure
35. Veteran; Disabled Veteran; Preference Eligible

## FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

### 1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118  
41 C.F.R. §§ 301-10.131 – 301-10.143

**Applicable to:** *Contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the U.S. government will participate in the costs of such air transportation. Contractors are responsible for ensuring that all subcontractors are in compliance.*

**Applies to:** *All contracts: Contractors and subcontractors.*

The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. The Contractor agrees to include substantially similar provisions in its contracts with subcontractors.

### 2. BUY AMERICA REQUIREMENTS

49 U.S.C. § 5323(j)  
49 C.F.R. Part 661  
49 U.S.C. § 24405(a)

**Applicable to:** *All federally assisted procurements using funds authorized by 49 U.S.C. 5323(j); 23 U.S.C. § 103(e)(4); and section 14 of the National Capital Transportation Act of 1969.*

**Applies to:** *Contractors and subcontractors.*

The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the Secretary of Transportation or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have more than 60 percent domestic content.



A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

### 3. CHARTER BUS REQUIREMENTS

49 U.S.C. § 5323(d) or (r)

49 C.F.R. Part 604

Any other Federal Charter Service Regulations, or Federal Guidance

Reserved

### 4. SCHOOL BUS REQUIREMENTS

49 U.S.C. § 5323(f) or (g)

49 C.F.R. Part 605

Any other applicable Federal "School Bus Operations" Regulations or Federal Guidance

Reserved

### 5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. Part 381

**Applicable to:** *All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.*

**Applies to:** *Contractors and subcontractors.*

**Use of United States-Flag Vessels.** The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo and Compliance, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
3. To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## 6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. §§ 7701–7709  
49 C.F.R. Part 41

Reserved

## 7. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. §§ 6321–6327  
49 C.F.R. Part 622 Subpart C

**Applicable to:** All contracts.

**Applies to:** Contractors and subcontractors.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor also agrees to include a substantially similar provision in its contracts with subcontractors.

## 8. ENVIRONMENTAL REQUIREMENTS

**Applicable to:** All contracts and subcontracts.

**Applies to:** Contractors and subcontractors.

- a. General. The Contractor agrees to comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance. The Contractor also agrees to include substantially similar provisions in its contracts with subcontractors.
- b. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, requirements, and guidance. Accordingly, the Contractor will:
  - (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
    - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
    - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500-1508,
    - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,
    - (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and

- (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
    - (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
      - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,
      - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 *Fed. Reg.* 66576, November 15, 2006, and
      - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. Environmental Justice. The Contractor agrees to promote environmental justice by following:
  - (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
  - (2) U.S. DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377, April 15, 1997, and
  - (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. Other Environmental Federal Laws. The Contractor agrees to comply with all applicable federal laws, regulations, executive orders, and guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."
- e. Use of Certain Public Lands. The Contractor with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- f. Historic Preservation. The Contractor agrees to:
  - (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken.
  - (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
  - (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*

- (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800.
  - (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- g. Indian Sacred Sites. The Contractor agrees to facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.
- h. Mitigation of Adverse Environmental Effects.
- (1) The Contractor agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
  - (2) The Contractor agrees that:
    - (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
    - (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
    - (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

The Contractor agrees to include substantially similar provisions in its contracts with subcontractors.

**9. BUS TESTING**  
49 U.S.C. § 5318(e)

Reserved

**10. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS**  
49 U.S.C. § 5323(m)

Reserved

**11. LOBBYING**  
31 U.S.C. § 1352  
49 C.F.R. Part 20

**Applicable to:** *Contracts exceeding \$100,000.*

**Applies to:** *Contractors and subcontractors.*

The Contractor agrees that it will not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- 1) Laws, Regulations, Requirements, and Guidance.
  - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
  - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
  - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- 2) Exception. If permitted by applicable federal law, regulations, or guidance, such lobbying activities described above may be undertaken through proper official channels.
- 3) The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

**12. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325  
Former 49 C.F.R. § 18.36 (i)  
49 C.F.R. § 633.17

**Applicable to:** *Contracts as described below.*

**Applies to:** *Contractors.*

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the Contractor agrees to provide SAMTD, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309, or 5311.
2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a contract for a capital project or improvement

(defined at 49 U.S.C. § 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to SAMTD, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable).

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SAMTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

### **13. FEDERAL CHANGES**

*Former 49 C.F.R. Part 18*

***Applicable to:*** All contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement (FTA MA (26) dated October 2019) between SAMTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

### **14. BONDING REQUIREMENTS**

Reserved

#### **Bid Bond Requirements (Construction)**

Reserved

#### **Performance and Payment Bonding Requirements (Construction)**

Reserved

## 15. RECYCLED PRODUCTS

42 U.S.C. § 6962  
40 C.F.R. Part 247

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

**Applies to:** *Contractors and subcontractors.*

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. part 247, as they apply to the procurement of the items designated in subpart B of 40 C.F.R. part 247. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

## 16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Reserved

## 17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**Applicable to:** *All contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government" [40 U.S.C. § 3701(b)(1)(B)(iii) and (b)(2), 29 C.F.R. § 5.2(h)].*

**Applies to:** *Contractors and subcontractors.*

The Contractor agrees to comply with the following, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) and U.S. Department of Labor regulations (29 C.F.R. part 5):

- Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.



3. **Withholding for unpaid wages and liquidated damages** - SAMTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 18. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicable to:** *All contracts.*

**Applies to:** *All parties to the contract to which the Federal Government does not have contractual liability, absent specific written consent.*

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



## 19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. §§ 3801–3812  
49 C.F.R. Part 31  
18 U.S.C. § 1001

**Applicable to:** *All contracts.*

**Applies to:** *Contractors and subcontractors who make, present, or submit covered claims and statements.*

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801–3812 and U.S. DOT regulations “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 20. TERMINATION

Former 49 C.F.R. Part 18  
FTA Circular 4220.1F

**Applicable to:** *All contracts in excess of \$10,000.*

**Applies to:** *All contractors and subcontractors.*

The Contractor acknowledges and agrees to the following, and agrees to include a substantially similar provision in its contracts with subcontractors:

1. **Termination for Convenience (General Provision):** SAMTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SAMTD to be paid the Contractor. If the Contractor has any property in its possession belonging to SAMTD, the Contractor will account for the same, and dispose of it in the manner SAMTD directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SAMTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SAMTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SAMTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** SAMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to SAMTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from SAMTD setting forth the nature of said breach or default, SAMTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SAMTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that SAMTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SAMTD shall not limit SAMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, SAMTD may terminate this contract for default. SAMTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, SAMTD may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to SAMTD resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within [10] days from the beginning of any delay, notifies SAMTD in writing of the causes of delay. If in the judgment of SAMTD, the delay is excusable, the time for completing the work shall be extended. The judgment of SAMTD shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

## **21. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

2 C.F.R. Part 180  
2 C.F.R. Part 1200

**Applicable to:** *All contracts and subcontracts which are equal to or greater than \$25,000.*

**Applies to:** *Contractors and subcontractors.*

Contractor agrees to comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200:

- 1) It will not enter into any arrangement with a subcontractor that is debarred or suspended except as authorized by law;
- 2) It will review the U.S. GSA "System for Award Management (SAM)," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, in order to verify that none of the contractor, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are excluded or disqualified as defined at 2 C.F.R. §§ 180.940, 180.935
- 3) It will include similar provisions in its contracts with Subcontractors and include Subcontractors to include similar provisions in their contracts with lower-tier Subcontractors; and
- 4) By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
  - a. The certification in this clause is a material representation of fact relied upon by SAMTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available SAMTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 22. FREEDOM OF INFORMATION ACT

5 U.S.C. § 552

**Applicable to:** *All contracts.*

**Applies to:** *Contractors and subcontractors.*

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

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor also agrees to comply with other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the contract.

## 23. CIVIL RIGHTS REQUIREMENTS

42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12101 et seq.  
49 U.S.C. § 5332  
29 C.F.R. Part 1630, 41 C.F.R. Parts 60 et seq.  
28 C.F.R. § 50.3

**Applicable to:** *All contracts.*

**Applies to:** *Contractors and subcontractors.*

The Contractor agrees to the following, and also agrees to include substantially similar provisions in its contracts with subcontractors:

Civil Rights Requirements. The Contractor agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees that it will:

1. Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
2. Prohibit the:
  - a. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
  - b. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
  - c. Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
3. Follow:
  - a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
  - b. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees that it will:

1. Prohibit discrimination based on race, color, or national origin,
2. Comply with:
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
  - b. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
  - c. Federal transit law, specifically 49 U.S.C. § 5332, and
3. Follow:
  - a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
  - b. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
  - c. All other applicable federal guidance that may be issued.

Equal Employment Opportunity.

1. Federal Requirements and Guidance. The Contractor agrees that it will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
  - A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  - B. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - C. Comply with federal transit law, specifically 49 U.S.C. § 5332
  - D. FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and

- E. Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
2. Specifics. The Contractor Agrees that it will:
- a. Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
  - b. Affirmative Action. Take affirmative action that includes, but is not limited to:
    - i. Recruitment advertising, recruitment, and employment,
    - ii. Rates of pay and other forms of compensation,
    - iii. Selection for training, including apprenticeship, and upgrading, and
    - iv. Transfers, demotions, layoffs, and terminations, but
  - c. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
3. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
- a. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
  - b. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

## 24. BREACHES AND DISPUTE RESOLUTION

Former 49 C.F.R. Part 18  
FTA Circular 4220.1F

**Applicable to:** All contracts in excess of \$100,000.

**Applies to:** Contractors and subcontractors.

**Disputes** - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of SAMTD's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

- 1. **Performance During Dispute** - Unless otherwise directed by SAMTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 2. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing



to such other party within a reasonable time after the first observance of such injury of damage.

3. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between SAMTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which SAMTD is located.
4. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by SAMTD, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

35 U.S.C. §§ 200 – 212  
37 C.F.R. Part 401

**Applicable to:** *All contracts.*

**Applies to:** *Contractors and subcontractors.*

- A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:
  1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
  2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
    - i. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
    - ii. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize

others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
  2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- iii. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- iv. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- v. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- vi. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been



incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

- vii. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.
- 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **26. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

49 U.S.C. § 5310, § 5311, and § 5333  
29 C.F.R. Part 215

Reserved

## **27. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

49 C.F.R. Part 26  
Section 1101(b) of the FAST Act

***Applicable to:*** All contracts.

***Applies to:*** Contractors and subcontractors

- A. Policy. SAMTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), Section 1101(b) of the FAST Act, 49 C.F.R. part 26. SAMTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SAMTD has signed an assurance that it will comply with 49 C.F.R. part 26. It is the policy of SAMTD to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.
- B. Contractor and Subcontractor Obligation. Contractor and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- C. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

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

FTA Circular 4220.1F

***Applicable to:*** All contracts.

***Applies to:*** Contractors and Subcontractors

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City Utilities requests which would cause City Utilities to be in violation of the FTA terms and conditions. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

## **29. DRUG AND ALCOHOL TESTING**

49 U.S.C. § 5331  
49 C.F.R. Part 655  
49 C.F.R. part 382  
49 C.F.R. part 40

***Applicable to:*** All contracts

***Applies to:*** Contractors and Subcontractors

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Salem Area Mass Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports in a timely manner. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **30. COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS**

The Contractor must comply with all federal, state, and local regulations relative to wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, etc. Failure or neglect on the part of the Contractor to comply with any or all such regulations shall not relieve the Contractor of these obligations nor of the requirements of this contract.

Upon request of SAMTD or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

The Contractor also agrees to include a substantially similar provision in its contracts with subcontractors.

### **31. AMERICANS WITH DISABILITIES ACT (ADA)**

***Applicable to:*** All contracts.

***Applies to:*** Contractors and subcontractors.

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 C.F.R. part 27; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (b)(6), which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

In addition to the above, the Contractor agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

1. Federal laws, including:

- a. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
  - b. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
  - c. Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
2. Federal regulations, including:
- a. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
  - b. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
  - c. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
  - d. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
  - e. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
  - f. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
  - g. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and
  - h. Other applicable federal civil rights and nondiscrimination guidance.

Contractor understands that it is required to include this article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

## **32. FTA Protest Requirements**

### **Duty to Exhaust Local Procedures**

Once the Contractor exhausts SAMTD's protest procedures, as described in applicable SAMTD Procurement Policy, the Contractor may request review from the FTA.

Protests shall only be accepted from participating bidders and must be submitted in writing and in a timely fashion, in accordance with SAMTD's formal protest procedures. SAMTD's formal protest procedures may be requested by contacting SAMTD Procurement by telephone at 541-682-6100.

## **33. PROMPT PAYMENT AND RETURN OF RETAINAGE**

49 C.F.R. § 26.29

***Applicable to:*** All contracts.

***Applies to:*** Subcontractors, DBE and Non-DBE alike.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from SAMTD. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from SAMTD. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor and its subcontractors shall further comply with O.R.S. § 279C.570 of the Revised Statutes of the State of Oregon regarding prompt payment, to the extent applicable.

It is the responsibility of the subcontractors to notify SAMTD's DBE Liaison Officer of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, SAMTD will investigate and take appropriate action.

### 34. FORCE MAJEURE

1. **General:** Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section shall not preclude SAMTD from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.
2. **Notification by Contractor:** Contractor shall notify SAMTD in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in the Contract Documents) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by SAMTD to evaluate any Contractor request for relief under the Contract Documents. SAMTD shall examine Contractor's notification and determine if the Contractor is entitled to relief. SAMTD shall notify the Contractor of its decision in writing. SAMTD's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.
3. **Losses:** Contractor is not entitled to damages, compensation, or reimbursement from SAMTD for losses resulting from any "force majeure" event.

### 40. VETERAN; DISABLED VETERAN; PREFERENCE ELIGIBLE

49 U.S.C § 5325 (k)  
5 U.S. Code § 2108  
4220.1F, IV, 2.c.(1)

**Applicable to:** *Construction & Capital Contracts*

**Applies to:** *Contractors and Subcontractors*

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or a former employee.

## EXHIBIT B

**SAMPLE CONTRACT  
DO NOT EXECUTE**

**SALEM AREA MASS TRANSIT DISTRICT  
CONSULTING SERVICES CONTRACT  
FOR  
SOUTH SALEM TRANSIT CENTER SITE SELECTION SERVICES**

**Contract No. 20-036**

This Contract is by and between Salem Area Mass Transit District ("SAMTD") and Successful Contractor Name ("Contractor").

1. Term

Unless terminated sooner under the provisions of this Contract, the base term of the Contract shall be from December 21, 2020 to June 30, 2022.

2. Contract Provisions

All provisions of the documents below are incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.

- A. Written contract modifications executed by the parties after contract award,
- B. This contract form,
- C. Scope of Services as set forth in Exhibit A-1,
- D. Compensation as set forth in Exhibit A-2
- E. FTA Clauses as set forth in Exhibit B
- F. General Conditions as set forth in Exhibit C,

G. Special Contract Conditions as set forth in Exhibit D,

H. Addenda, if any, as set forth in Exhibit E.

3. Scope of Services

Contractor shall perform the tasks identified in the Scope of Services set forth in A-1, within the time frame and budget stated.

4. Compensation

Provided that Contractor fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Contractor in accordance with the rates set forth in Exhibit A-2. Total contract compensation shall not exceed \$XXXXXX in the base term.

5. Tax Certification

Contractor hereby certifies, under penalty of perjury, that Contractor is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).

**CONTRACTOR NAME**

**SALEM AREA MASS TRANSIT DISTRICT**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: Allan Pollock

Title: \_\_\_\_\_

Title: General Manager / CEO

Approved As To Form

\_\_\_\_\_



## **Exhibit A-1**

### **SCOPE OF SERVICES**

#### **Scope Description**

(Insert Scope & Specifications from RFP 20-036 PART 2 Here)

SAMPLE

**Exhibit A-2**  
**COMPENSATION**

SAMPLE

## EXHIBIT B

### FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

It is the responsibility of the Proposer to ensure that all clauses applicable to the work of a Contract / Agreement resultant from this Solicitation are adhered to by the Contractor and its Sub-Contractors when applicable.

**(Insert FTA Clauses from RFP 20-036 here)**

## **Exhibit C**

### **GENERAL CONDITIONS**

#### **GC.1 Contractor's Status and General Responsibilities**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from SAMTD other than that provided by this Contract. Contractor shall inform SAMTD of Contractor's Federal Internal Revenue Service Employer Identification Number or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not in any way officers, employees or agents of SAMTD as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of SAMTD for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform SAMTD immediately in writing with a full description of the defect, problem, or nonconformance.

#### **GC.2 Notices and Communications**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by SAMTD. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service.

A notice to SAMTD will be effective only if it is delivered to that person designated in writing in either (a) the Notice of Award of this Contract, (b) the Notice to Proceed under this Contract, or (c) to another individual specifically designated for this purpose by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a

corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to SAMTD.

### **GC.3 Assignment and Subcontracting**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of SAMTD. Contractor shall include in each subcontract provisions necessary to make all of the provisions of this Contract fully effective and applicable to Contractor's subcontractors. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

The Contractor shall perform at least fifty percent (50%) of the work with their own organization. All subcontractors must be pre-approved by SAMTD before they begin work. SAMTD reserves the right to investigate sub-contractor responsibility prior to confirming award, if subcontractors are known. SAMTD will not approve change orders to the proposal or final contract price for replacing rejected sub-contractors.

Contractor shall be jointly and severally, and vicariously liable to SAMTD and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors shall be jointly and severally liable to SAMTD and responsible for their work. SAMTD shall not be held responsible for the contractual relationship between subcontractors and Prime contractors. The Prime contractor shall maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project. Failure of a contractor to properly manage subcontractors resulting in project delays shall be considered breach of contract and subject to the rights and remedies outlined in the contract terms and conditions.

### **GC.4 Indemnification**

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend SAMTD, its directors, officers, and employees from and against all claims, demands, losses, suits, damages, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, any act, omission, fault or negligence of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract. Should any incident be due to the joint and or concurrent negligence of the

Contractor and SAMTD, all costs items identified above will be borne by the Contractor and SAMTD in proportion to their respective negligence.

The obligations of Contractor under this Section 4 will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which SAMTD and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, SAMTD may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that SAMTD may release such funds if the Contractor provides SAMTD with adequate assurance of the protection of SAMTD'S interests. SAMTD shall be the sole judge of whether such assurances are adequate.

#### **GC.5 Prompt Payment**

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract; pay contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. ORS 279B.230

#### **GC.6 Compliance with Laws and Regulations**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230,

279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, each of which is incorporated herein by reference.

All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

#### **GC.7 Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against SAMTD, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

#### **GC.8 Safety**

Notwithstanding any safety provisions elsewhere in this Contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by SAMTD'S Safety Department.

#### **GC.9 Prohibited Interests**

- A.** No SAMTD Board member, officer, employee or agent who ceases to hold a position at SAMTD shall have any direct beneficial financial interest in this Contract, if they authorized this Contract while acting in their official position at SAMTD, for two years after the date the contract was authorized. This precludes working on this Contract as Contractor's employee. The term "authorize" in this provision means that the Board member, officer, employee or agent ("public official") performed a significant role in the selection of the Contractor or the execution of this Contract, including recommending approval or signing of the Contract, serving on the selection committee or having the final authorizing authority for this Contract.
- B.** No SAMTD Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor (including any subcontractors) shall offer or give to any SAMTD Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and SAMTD policy.

### **GC.10 Integration, Modification, and Administrative Changes**

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. SAMTD reserves the right to make administrative changes to the Contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

### **GC.11 Severability/Survivability**

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are not affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

### **GC.12 Waiver and Non-waiver**

- A.** A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. SAMTD'S acceptance of goods or services, or payment under this Contract, shall not preclude SAMTD from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B.** Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

### **GC.13 Termination for Default**

- A.** SAMTD may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.



- B.** SAMTD'S right to terminate this Contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure. If SAMTD terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to SAMTD for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C.** Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by SAMTD that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, SAMTD may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- D.** The rights and remedies set forth in this clause are in addition to any other rights and remedies available to the parties as provided by law or under this Contract.

#### **GC.14 Termination for Convenience**

SAMTD may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in SAMTD'S or the Public's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. SAMTD will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to SAMTD its termination claim for payment. If the Contractor has any property in its possession belonging to SAMTD, the Contractor will account for the same, and return it to SAMTD in the manner that SAMTD directs.

#### **GC.15 Inspection of Goods and Services**

- A.** SAMTD has the right to inspect and test all goods/services called for under the Contract, to the extent practicable, at all times and places during the term of the Contract. SAMTD shall perform inspections and tests in a manner that will not unduly delay the work.

- B.** If any of the goods or services do not conform with contract requirements, SAMTD may require the Contractor to replace the goods or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in goods or services cannot be corrected by re-performance, SAMTD may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the goods/services performed.
- C.** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, SAMTD may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by SAMTD or (2) terminate the Contract for default.

#### **GC.16 Acceptance, Rejection, and Revocation of Acceptance**

If this Contract is for the supply of goods, then SAMTD shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and SAMTD has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, SAMTD may reject any goods that fail to conform to the requirements of this Contract. SAMTD may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if SAMTD has started using the goods before discovering that they do not conform to the Contract. Upon request by SAMTD, Contractor shall replace or repair to SAMTD'S satisfaction any goods that have been rejected by SAMTD or the acceptance of which has been revoked by SAMTD under this Paragraph. Failure to replace or repair those goods within a reasonable time after SAMTD'S request shall be a material breach of this Contract.

#### **GC.17 Title and Risk of Loss**

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by SAMTD and an authorized SAMTD employee or agent has taken possession of them. Title to goods shall pass to SAMTD upon SAMTD'S payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in SAMTD'S possession. If this Contract is for the repair or servicing of SAMTD owned

goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by SAMTD and an authorized SAMTD employee or agent has taken possession of them. Title to SAMTD owned goods shall remain with SAMTD while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to SAMTD'S goods while in Contractor's possession.

### **GC.18 Work Product**

All work product of Contractor that results from this Agreement (the "Work Product") is the exclusive property of SAMTD. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. SAMTD and Contractor intend that such Work Product be deemed "work for hire" of which SAMTD shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to SAMTD all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as SAMTD may reasonably request in order to fully document such vested rights in SAMTD. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

### **GC.19 Audit and Inspection of Records**

- A.** Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of SAMTD, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B.** Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that SAMTD, the U.S. Department of Transportation, the Federal Transit Administration, the Oregon Secretary of State and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as

used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between SAMTD and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

#### **GC.20 Mediation**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it may by mutual agreement be submitted to mediated negotiation prior to any party commencing litigation. The mediator's fees and costs shall be borne equally by the parties.

#### **GC.21 Nondiscrimination**

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

#### **GC.22 Applicable Law and Jurisdiction**

This Contract shall be governed by the State of Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Marion County, Oregon or the U.S. District Court for the District of Oregon, in Salem, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

#### **GC.23 Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

## Exhibit D

### SPECIAL CONTRACT CONDITIONS

#### SP.1 Term

Unless terminated sooner under the provisions of this Contract, the base term of the Contract shall be as identified in this Contract, Section 1 "Term".

#### SP.2 Type of Contract

- A. This is a firm fixed unit price, requirements contract for the goods & services specified in Exhibit A-1 "Scope of Work" and is effective for the period stated in Section 1 "Term" of this Contract. Contractor shall be paid at the rates specified in Exhibit A-2.
- B. The quantities of goods & services set forth herein are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, quantity variance between "estimated" and actual services required shall not constitute the basis for an equitable price adjustment.
- C. Except for any limitations on quantities that may be specified elsewhere in this Contract, there is no limit on the amount of goods & services that may be purchased.

#### SP.2 Delivery

- A. Delivery is per specifications in scope of work.
- B. The total price in Exhibit A-2 includes any and all delivery costs F.O.B. to Salem Area Mass Transit District, 555 Court Street NE, Suite 5230, Salem, OR 97301.

#### SP.3 Payments and Invoices

SAMTD shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for goods delivered and accepted or services rendered and accepted, less any deductions provided in this Contract. SAMTD shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units.

All invoices shall be submitted to SAMTD's Finance Department as follows:

Salem Area Mass Transit District  
Attn: Accounts Payable  
555 Court St NE, Suite 5230  
Salem, OR 97301

Failure to strictly comply with this provision may result in a delay in payment.

#### **SP.4 Project Managers**

The Contractor's designated Project Manager identified below shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, SAMTD shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by SAMTD, the Contractor shall not change the Project Manager without the prior written approval of SAMTD. SAMTD shall appoint its own Project Manager for the work required by this Contract.

**SAMTD Project Manager:** **Steve Dickey**, Director of Strategic Initiatives and Program Management  
Email Address: XXXX.XXXXX@cherriots.org  
Phone number: 503-361-XXXX

#### **SP.5 Notice To Proceed**

The Contractor shall not proceed with any work required under this Contract without a written Notice to Proceed from SAMTD'S Procurement Department or the authorized SAMTD Project Manager. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

#### **SP.7 Insurance**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to SAMTD within ten (10) days after award of this Contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify SAMTD for any liability or damages that SAMTD may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below.

### **1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

### **2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

### **3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:



- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027 and shall maintain "if any" workers compensation insurance coverage.

Failure of SAMTD to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of SAMTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- 1) Include (as evidenced by endorsement) SAMTD and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the Contract (excluding Professional Liability and Worker's Compensation policies);
- 2) Require Contractor to give SAMTD not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- 3) Insurance policies shall be purchased only from insurance companies that meet SAMTD'S A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- 4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract. Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

#### **SP.8 Time of Essence**

Time is of the essence in this Contract. Contractor's failure to deliver goods/services on time shall be a material breach of this Contract. If Contractor fails to deliver goods/services on time, SAMTD, at its discretion, may procure those goods/services



from another source. If the price paid by SAMTD for goods/services procured from another source under this Paragraph is higher than the price under this Contract, Contractor shall pay SAMTD the difference between those prices. SAMTD may deduct that difference from any amount SAMTD owes Contractor.

### **SP.9 Changes**

- A. SAMTD may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Modifications in special equipment requirements
  
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by order, SAMTD shall make an equitable adjustment in contract price, the delivery schedule or both, and shall modify the Contract.
  
- C. The Contractor must assert its right to any adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if SAMTD decides that the facts justify it, SAMTD may receive and act upon a proposal submitted before final payment of the Contract.

**Exhibit E**

**Contract Terms Addenda (if any)**

SAMPLE