



**HOOD RIVER COUNTRY TRANSPORTATION DISTRICT (HRCTD)  
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES**

December 23, 2024

**Due Date:** Monday, February 3, 2025

**Time:** 5:00 P.M. Pacific Daylight Time (PDT)

**Receipt Location:**

HRCTD Administrative Offices

**ATTN:** Tiah Mayhew, Office Manager

224 Wasco Loop

Hood River, OR 97031

## HRCTD CONTACT INFORMATION

|                      |                          |                     |                  |
|----------------------|--------------------------|---------------------|------------------|
| <b>HRCTD Contact</b> | Tiah Mayhew              | <b>Phone</b>        | (541) 386-4202   |
| <b>Email</b>         | accountant@catransit.org | <b>Bid Due Date</b> | February 3, 2025 |

## BACKGROUND

Hood River County Transportation District, who does business as Columbia Area Transit (CAT), provides public transportation services within Hood River County and along the I-84 corridor. CAT was formed by the voters of Hood River County on July 1, 1993, and is a transportation district as defined under Oregon Revised Statutes 267. CAT primarily provides fixed route, deviated fixed route, demand response and ADA complementary paratransit services using local property tax, fare revenue, miscellaneous funds, and Federal and State funds passed through the Oregon Department of Transportation. More information about CAT, including planning documents, Basic Financial Statements, and the Budget can be found at [www.rideCATBus.org](http://www.rideCATBus.org).

## SCOPE OF WORK

The selected contractor will provide weekly and quarterly janitorial services. The services will be performed at our administrative office and transit center located at 224 Wasco Loop Hood River, OR 97031 and select bus shelters in Hood River County. The location consists of an administrative building with office spaces, conference room, lobby, restrooms, break room/kitchen, maintenance shop, and two (2) bus barns. The selected contractor will be responsible for the following services:

- **Weekly Administrative Office and Transit Center Janitorial Services:** Comprehensive weekly cleaning one (1) day per week, to be performed after 5:00 p.m. on Monday-Sunday. Services include the cleaning of office areas, conference room, lobby, indoor and outdoor restrooms, corridors, and break room/kitchen. Additionally, the contractor will empty trash receptacles inside the building and in the bus barn and at the CAT bus stop shelter.
- **Quarterly Janitorial Services:** On a quarterly basis, the contractor will strip, wax and buff floors, steam clean carpeted areas, and pressure wash the maintenance shop floor.
- **Weekly Off-Site Bus Shelter Janitorial Services:** CAT has two (2) bus shelters located off site. The selected contractor will need to empty trash receptacles and perform minor cleaning as needed. These bus shelters are located at:
  - N 1<sup>st</sup> ST & N Riverside Dr (Port Transfer)
  - 8<sup>th</sup> St & Pacific Avenue (One Community Health)

CAT shall provide all necessary cleaning supplies and equipment as well as all consumable supplies including, but not limited to, paper towels, toilet paper, liquid hand soap, toilet seat covers, and trash can liners for all facilities. Contractor shall provide Material Safety Data Sheets (MSDS) for all cleaning products.

Your company's proposal response should assume a three-year Contract term starting March 8, 2025, with an option to extend for a one (1) year term exercised at CAT's sole discretion.

## SELECTION CRITERIA

- A. Evaluation of Proposals.** Proposals will be evaluated by a review committee, which will include staff of Columbia Area Transit.
- B. Evaluation Criteria.** Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any Proposer to clarify any response; contact any current clients of a proposer (regardless of if they are listed as a reference or not) and solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of CAT and that represents a "Best Value" as defined by the Federal Transit Administration. The review will be based on the following criteria:
- a. Experience/Qualifications – The proposal should clearly explain staff experience and ability to deliver specific requirements as described in the scope.
  - b. Cost Proposal – The proposer should include three (3) proposed rates for the duration of the three (3) year contract:
    - i. Weekly administrative office and transit center janitorial services
    - ii. Quarterly janitorial services
    - iii. Weekly off-site bus shelter janitorial services
  - c. Disadvantaged Business Enterprise - The proposal should state if Proposer is a Disadvantaged Business Enterprise (DBE).

The total points given to a proposal by the individual evaluators will be averaged to determine the proposal's overall score. All proposals will be evaluated on the following basis:

| Evaluation Criteria               | Weight     |
|-----------------------------------|------------|
| Experience/Qualifications         | 50         |
| Cost Proposal                     | 40         |
| Disadvantaged Business Enterprise | 10         |
| <b>TOTAL</b>                      | <b>100</b> |

CAT also reserves the right to select a Proposer directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the contract.

CAT also reserves the right to accept the Proposer's fees or to enter into competitive negotiations with two or more qualified Proposers. If negotiations are conducted, all affected Proposers or individuals will be notified in writing when to submit their best and final offer.

**C. Best Value.** Proposals will be evaluated as "Best Value" per the Federal Transit Administration Best Practices Procurement Manual, defined as follows: *"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."*

#### PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation.

#### PROPOSAL REQUIREMENTS

The proposal should assume a 3-year contract term and include:

1. A cover letter that should briefly introduce your company, your experience, when you would be able to start, and any suggested or required changes to perform the scope of work, if necessary. Please also indicate the name of the person who will be authorized to answer questions and to bind the company, the person's title, address, email, and telephone number.
2. Three client or personal references, at least one should be able to speak to your ability to meet the scope outlined above. This would include name, address, telephone number, email address, years of affiliation and services provided.
3. The completed "Cost Proposal Form" that is included is Appendix A.
4. For any firm, organization, company identified in Proposer's proposal as a DBE vendor, the Proposer must complete the "DBE Disclosure Form" located in Appendix D.

5. All proposers shall be registered with System for Awards Management (SAM) by the time a Contract is awarded. The Proposer must not have been debarred or suspended from participating in Federally funded procurements. A copy of the Proposer's SAM registration must be provided prior to signing a Contract with CAT.
6. Each proposal must include the following required certifications:
  - Signed and dated "Non-Collusion Certification", "Lobbying Certification" and "Government-Wide Debarment and Suspension". – Appendix B.
  - Signed and dated "Ethics and No Contact Form"—Appendix C.

Note: The standard District contract is included in Appendix E. Proposer should review and ensure that they can meet the contractual obligations.

## QUESTIONS

All questions regarding this RFP should be presented in writing to Tiah Mayhew, Office Manager at [accountant@catransit.org](mailto:accountant@catransit.org) . Please include Janitorial RFP in the Subject Heading. You will receive a response within two (2) business days. We encourage disadvantaged, women, and small businesses enterprises to apply. Questions will no longer be responded to after Wednesday, January 29, 2025, at 5:00 p.m. PDT. Your formal proposal must be received by Monday, February 3, 2025, at 5:00 p.m.

You may send your proposal via email or regular mail.

Via regular mail to:

Tiah Mayhew  
Hood River County Transportation District  
224 Wasco Loop  
Hood River, Oregon 97031

## PROTEST PROCEDURES

Any individual or entity may file a protest with CAT alleging a violation of applicable federal, state law and/or CAT policy or procedure relative to seeking, evaluating and/or intent to award a contract. In addition, any individual or entity may file a protest with CAT alleging that CAT has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the contract.

A protest, dispute, or claim with respect to the award of a contract through solicitation of proposals shall be submitted in writing within five (5) days of notification of such award to the Executive Director for a decision. All claims shall clearly identify:  
The name, address, and telephone number of the protester.

The grounds for the protest, any and all documentation to support the protest and the relief sought.

Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by the CAT Executive Director stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract.

Such decision shall be final.

A protestor wishing to file a protest with FTA should consult FTA Circular 4220.1F for details on FTA's bid protest procedures. Circular 4220.1F reinforces FTA's policy of limiting involvement in the affairs and activities of recipients. The FTA will only review protests regarding the alleged failure of the recipient to have written protest procedures or alleged failure to follow such procedures. Alleged violations on other grounds are under the jurisdiction of either CAT or the State of Oregon or judicial authorities.

Protests must be filed with the FTA, with a concurrent copy to CAT, within five (5) days after CAT renders a final decision or five (5) days after the protestor knows or has reason to know that CAT failed to render a final decision. After five (5) days, CAT will confirm with the FTA that the FTA has not received a protest on the contract in question.

Circular 4220.1F is available for review at CAT offices. A copy can be obtained from FTA at the following address: Federal Transit Administration, Region 10, 915 Second Ave, Ste. 3142, Seattle, WA. 98174.

CAT shall not be responsible for any protests not filed promptly with the FTA.

## APPENDIX A: COST PROPOSAL FORM

The contractor shall invoice CAT monthly for services rendered. The contractor's invoice shall be accompanied by a report detailing the services provided. CAT shall pay Contractor invoices within 30 days of receipt. Please refer to the scope of work for full description of services.

| <b>Service</b>  | <b>Cost for 1<sup>st</sup> Year</b> | <b>Cost for 2nd Year</b> | <b>Cost for 3rd Year</b> |
|---|-------------------------------------|--------------------------|--------------------------|
| Weekly Administrative Office and Transit Center Janitorial Services |                                     |                          |                          |
| Quarterly Janitorial Services                                       |                                     |                          |                          |
| Weekly Off-Site Bus Shelter Janitorial Services                     |                                     |                          |                          |

**Notes/Comments:**

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By signing below, the undersigned verifies and certifies:

- The submitted proposal is complete and the Contractor can carry out the work as detailed in the proposal & scope of work section above.

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|                     |  |             |
|---------------------|--|-------------|
| <b>Company Name</b> | <b>Signature of Owner or Authorized Representative</b> | <b>Date</b> |
|---------------------|--|-------------|

## **APPENDIX B – FEDERAL CERTIFICATIONS**

### **NON-COLLUSION CERTIFICATION**

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and behalf:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or to any other competitor prior to opening; and
3. No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

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Signature

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Date



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Applies to Contracts Valued over \$25,000**

**49 CFR Part 29**

**Executive Order 12549**

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 covered transaction it enters into. By signing and submitting its bid or proposal, the Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by CAT. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to CAT, 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature

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Date

## LOBBYING CERTIFICATION

The Proposer certifies, to the best its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
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 instruction, as amended by Government wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE.

\_\_\_\_\_  
Proposer's Authorized Official's Signature

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
Date

## **APPENDIX C – ETHICS AND NO CONTACT POLICY**

### **ACKNOWLEDGEMENT**

After issuance of this RFP, Proposers, or anyone acting directly or indirectly on behalf of an (Proposer) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of CAT's employees, agents, or elected or non-elected officials that are participating in CAT or a member of the Board of Directors, other than the Contracting Officer, Amy Schlappi, amy.schlappi@catransit.org. Any communication with the Contracting Officer must be in writing and submitted as required in this RFP. The foregoing restriction continues after a Contract has been executed. Violation of this restriction may result in disqualification of the Proposer for the award of the Contract, suspension or debarment. The prohibition contained herein does not apply to interviews with the Selection Committee, where such interviews are initiated by the Contracting Officer with a Proposer as provided in this RFP.

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Signature

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Date

## APPENDIX D – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### PARTICIPATION

**THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.**

If a Proposer is a DBE or if a proposer intends to utilize DBE Proposers in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The \_\_\_\_\_ will utilize the following:  
(Name of Proposer)

DBE Proposer(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

| <u>Item # and Description</u> | <u>Name of DBE Proposer</u> | <u>Type of Work or Parts to be Used/Performed</u> | <u>% of Proposal Attributable to DBE</u> |
|-------------------------------|-----------------------------|---|--|
|-------------------------------|-----------------------------|---|--|

- 1.
- 2.
- 3.
- 4.
- 5.

Total % of Proposal Price Attributable to DBE: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

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

**APPENDIX E – STANDARD CONTRACT TEMPLATE**

CONTRACT # [DATE SIGNED\_# OF CONTRACT IN CY]- SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE FIRST INDICATED ON THE SIGNATURE PAGE, BY AND BETWEEN HOOD RIVER COUNTY TRANSPORTATION DISTRICT, A SPECIAL DISTRICT OF THE STATE OF OREGON, HEREINAFTER CALLED "HRCTD", AND "[NAME OF CONTRACTOR]", HEREINAFTER CALLED CONTRACTOR

WHEREAS, HRCTD does not currently have someone on staff who can [type of services needed that CAT does not have staff to do].

WHEREAS, HRCTD has allocated resources to [services that contractor will provide].

WHEREAS, HRCTD has determined that Contractor is qualified and capable of performing the service hereinafter required, and has agreed to the terms and conditions set forth hereafter:

THEREFORE, the parties agree as follows:

Article 1. Scope of Work

Contractor understands it will receive a formal task order for the [type of] services from the HRCTD program manager. The contractor will acknowledge the receipt of the task order and provide a cost and timeline for the work assigned. Contractor will not begin work until a written "notice to proceed" is received (email is a valid notice to proceed format). Please refer to attachment A for scope of work proposal.

Article 2. Effective Date and Duration

This Agreement shall become effective from the date of execution by both parties and shall run until [Month, Day, Year].

Article 3. Compensation

The Contractor shall be compensated monthly on a time and materials basis. This is a not to exceed contract of \$[0.00].

The contractor's rate sheet can be found in Attachment B. Contractor agrees to invoice HRCTD every month until project completion. HRCTD will pay contract within [amount of] (#) days of receiving an invoice. Payment shall be made through check or electronic fund transfer (EFT).

Article 4. Contact Information

All notices, bills, and payments shall be made in writing and may be given by personal delivery, e-mail, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

|   |   |
|---|---|
| Contract Manager for HRCTD:   | Project Manager for Contractor:         |
| Hood River County Transportation District   | Company: [Name]                         |
| Attn: Amy Schlappi  | Attn: [Contact]                         |
| Address: 224 Wasco Loop<br>Hood River, Oregon 97031   | Address: [Street, City, State, Zipcode] |
| Phone: (541) 386-4202   | Phone:                                  |
| Fax: None   | Fax: None                               |
| Email Address: <a href="mailto:amy.schlappi@catransit.org">amy.schlappi@catransit.org</a><br>& accountant@catransit.org | Email Address:                          |

Article 5. Contractor as Independent Contractor

Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of HRCTD, shall not be entitled to benefits of any kind to which an employee of HRCTD is entitled and shall be solely responsible for all payments, insurance, taxes and or other expenses associated with the performance of the Contractor's duties required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of HRCTD for any purpose, HRCTD shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from HRCTD or third party) as a result of said finding and to the full extent of any payments that HRCTD is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Agreement, Contractor is not an officer, employee, or agent of HRCTD as those terms are used in ORS 30.265.

Article 6. Indemnification

HRCTD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor's work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

Contractor agrees to indemnify and defend HRCTD, and the other's officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) incurred by the party being indemnified resulting from the indemnifying party's acts (or failure to act when action is appropriate) that may be asserted by any person or entity which in any way arise from or relate to this Agreement or the performance of obligations under this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

Article 7. Insurance

Contractor shall maintain insurance acceptable to HRCTD in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance Covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

| <u>Coverage</u>                              | <u>Limit</u> |
|--|--------------|
| General Aggregate                            | 3,000,000    |
| Products-Completed Operations Aggregate      | 3,000,000    |
| Each Occurrence                              | 2,000,000    |
| Fire Damage (any one fire) DO NOT CARRY FIRE | NA           |
| Medical Expense (any one person)             | 5,000        |



a. Business Automobile Liability Insurance

If Contractor will be using a motor vehicle in the performance of the services herein, Contractor shall provide HRCTD a certificate indicating that Contractor has liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name HRCTD as an additional insured and shall require written notice to HRCTD thirty (30) days in advance of cancellation.

b. Workers' Compensation Insurance

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

c. Insurance Carrier Rating

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

d. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to HRCTD. No contract shall be affected until the required certificates have been received and approved by HRCTD.

e. Professional Liability Insurance

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

## Article 8. Termination

a. Termination for Convenience

HRCTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, in accordance with the terms of this Agreement, up to the time of termination. The Contractor shall promptly submit its

termination claim to HRCTD's Contract Manager for final payment to the Contractor. If the Contractor has any property in its possession belonging to HRCTD, the Contractor will account for the same, and return it to HRCTD or dispose of it in the manner HRCTD directs.

b. Termination for Default, Breach or Cause

If 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, HRCTD may terminate this contract for default. Termination shall be affected 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 goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract subject to setoff for damages caused to HRCTD. If it is later determined by HRCTD that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, HRCTD, after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

HRCTD in its sole discretion may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by HRCTD, in which to cure the defect of goods or service. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to HRCTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated period of time for remedy, HRCTD shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude HRCTD from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that HRCTD elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by HRCTD shall not limit HRCTD's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract. No matter what 8c and 8d say any remedy to HRCTD shall not exceed the value of the original contract.

Modifications to this Agreement are valid only if made in writing and signed by all parties.

Article 10. Subcontracting

No portion of the AGREEMENT may be subcontracted to any other individual, firm, or entity without the express and prior approval of HRCTD.

Article 11. Non-Assignment

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior approval of HRCTD.

Article 12. Governing Law

Contractor shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

Article 13. Title VI Civil Rights

a. Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. #2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. #6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. #12132, and Federal transit law at 49 U.S.C. #5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity

The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. #2000e, and Federal transit laws at 49 U.S.C. #5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor

regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 2. Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. #623 and Federal transit law at 49 U.S.C. #5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

## 3. Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. #12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities.

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

## Article 14. Recycled Products/Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## Article 15. Energy Conservation

The Contractor shall 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 (42 USC Section 6321 et seq.).

Article 16. Clean Air & Clean Water Requirements

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use of nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor agrees to report each violation to HRCTD and understands and agrees that HRCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Article 17. Immigration Law Compliance

By executing and entering into this Contract, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Contract and HRCTD shall have the discretion unilaterally to terminate this Contract immediately.

Article 18. Access to Records

The Contractor agrees to provide HRCTD, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly 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. The Contractor agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined in 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. The Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Contractor's employees during work hours on the job.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until HRCTD, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or

any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Article 19. Rights in Data/Copyright & Patents

The Contractor, without exception, shall indemnify and save harmless HRCTD and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by HRCTD.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Article 20. No Government Obligations to Third Parties

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

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

Article 21. Program Fraud and False or Fraudulent Statements and Related Acts

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. #3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this 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 this contract or the FTA assisted project for which this contract 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.

- b. 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 and 49 U.S.C. #5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. 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.

Article 22. Federal Privacy Act Requirements

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. #552(a). 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 this contract.

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.

Article 23. Severability

If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 24. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, 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 HRCTD requests which would cause HRCTD to be in violation of the FTA terms and conditions.

Article 25. Suspension & Debarment

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 covered transaction it enters into.

By signing this contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by HRCTD Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to HRCTD Transit, 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 49 CFR 29, 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.

Article 26. Final Acceptance

Final payment by HRCTD shall constitute notification to the Contractor of the commencement of the warranty period.

Article 27. "Most Favored Nation" Status

The Vendor represents and warrants that the cost of goods and services provided and the hourly and overhead rates that it will charge to HRCTD are no greater than the costs and rates charged to any other public entity for a federally funded project for similar services.

Article 28. Complete Agreement

This Agreement and attached exhibit constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.



Article 29. Survival

The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

Article 30. Ownership of Work Product

HRCTD shall be entitled to ownership and possession of any and all work products, at no additional cost during the products useful lifetime and which are located at HRCTD workplaces, of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement. Provided, however, that HRCTD does not intend to own or claim ownership to any underlying intellectual property or source code developed by Contractor and for which Contractor intends to otherwise use in Contractors products, licensing or sales to others.

By signing this agreement – the contractor verifies that it is not or has not been be suspended or debarred from doing businesses with the State of Oregon or the Federal government.

IN WITNESS WHEREOF, HRCTD has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date herein below first written.

Hood River Country Transportation District

By: Amy Schlappi, Executive Director

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Signed Name

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Printed Name

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Date

[Name of company]

By: [Authorized Agent of Contractor]

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Signed Name

---

Printed Name

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Date

Attachment A [Attach rate sheet]