

# nwCONNECTOR

## Request for Qualifications

### NW Oregon Transit Alliance/North by Northwest Connector Website Management

#### NW Oregon Transit Alliance Coordinating Committee

Brian Vitulli, Tillamook County Transportation District, Chair

Cynda Bruce, Lincoln County

Craig Johnston, Sunset Empire Transportation District

Brad Dillingham, Benton County

John Dreeszen, Columbia County

Sarah Lu Heath  
Administrative Services

#### TIME AND PLACE OF QUALIFICATIONS DUE DATE AND OPENING

DATE:	December 15, 2023
PLACE:	SarahLu@nworegon.org
PROPOSALS DUE:	10:00 AM PST
PROPOSAL OPENING:	December 2023

[www.nwconnector.org](http://www.nwconnector.org)



**TABLE OF CONTENTS**

<b>SECTION 1</b>	<b>Request for Proposal</b>
<b>SECTION 2</b>	<b>Instructions to Respondents</b>
<b>SECTION 3</b>	<b>Scope of Work</b>
<b>SECTION 4</b>	<b>Proposal Contents and Response</b>
<b>SECTION 5</b>	<b>Evaluation and Selection Criteria</b>
<b>SECTION 6</b>	<b>Required Forms and Certifications</b>
<b>SECTION 7</b>	<b>Sample Contract (Including Required Attachments)</b>

## Section 1

### Request for Qualifications

Notice is hereby given that the Northwest Oregon Transit Alliance (NWOTA), through its fiscal agent Tillamook County Transportation District (TCTD), will receive responses per specifications until **10:00 AM (PST), December 15, 2023 (the Closing Date)** for a contract to manage the NW Oregon Transit Alliance/NW Connector Website. TCTD is responsible for executing the contract resulting from this request, and for payments made under this contract. Further references to NWOTA in this request shall be understood to refer to TCTD.

NWOTA is seeking a consultant to manage, update, and occasionally development enhancements to the existing NWConnector ([nwconnector.org](http://nwconnector.org)) website which provides information about NW Oregon's public transit system. The NWConnector system is provided by five county transit agencies coordinating through the NWOTA partnership.

Qualifications shall be submitted in via email and shall include respondent's name and address, sent to Sarah Lu Heath at [sarahlu@nworegon.org](mailto:sarahlu@nworegon.org). Timely proposals will be opened at **11:00 AM (PST) on the Closing Date**.

The successful bidder will be asked to sign an agreement with TCTD, attached as part of the documents issued with this RFP (the "Agreement"). Respondents must evaluate the Agreement prior to submitting a proposal, and will be deemed to have accepted the terms and conditions contained therein unless a protest of terms is timely received and approved by TCTD pursuant to the procedure set out in this RFP. Objections to the terms and conditions made after the awarding of the contract will not be considered.

If you have any questions about this request, please email Sarah Lu Heath at [sarahlu@nworegon.org](mailto:sarahlu@nworegon.org) or call 971.328.2877.

**SECTION 2**  
**INSTRUCTIONS TO RESPONDENTS**

**2.1 GENERAL**

Respondents shall study carefully and conform to these "Instructions to Respondents" so that their responses will be regular, complete and acceptable. Incomplete proposals will be rejected as nonresponsive, and will not be considered.

**2.2 RESPONSES**

All responses shall be legibly typed and comply in all regards with the requirements of this request.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 6). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by TCTD to be submitted in confidence; respondents will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

**2.3 SUBMISSION OF RESPONSES**

All responses must be submitted by email to: SarahLu@nworegon.org

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

**2.4 RECEIPT AND OPENING OF RESPONSES**

Responses shall be submitted on or before the Closing Date. Responses received after the Closing Date will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of TCTD for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by TCTD to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

## **2.5 WITHDRAWAL OF RESPONSES**

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the Closing Date. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as NWOTA:

- 2.5.a** Specifically rejects the response, or;
- 2.5.b** Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

## **2.6 MODIFICATION**

Any contractor may modify his/her response by registered communication at any time prior to the Closing Date, provided such communication is received by TCTD prior to the Closing Date. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

## **2.7 ACCEPTANCE OR REJECTION OF RESPONSES**

In the award of the contract, NWOTA will consider the element of time, will accept the response which in their estimation will best serve the interest of NWOTA, and reserves the right to award the contract to the contractor whose response shall be best for the public good. NWOTA reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between respondents may constitute a cause for rejection of any responses so affected.

## **2.8 NONDISCRIMINATION**

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

## **2.9 PREPARATION OF OFFERS**

Respondents are expected to examine the specifications, schedules and all instructions.

Each respondent shall furnish the information required by the solicitation. Respondents shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

## **2.10 RFP PROTESTS AND CLARIFICATIONS**

Respondents may protest or seek clarification regarding any specification or requirement contained within this RFQ, including the contract. Clarifications or protests shall detail the reasons and any proposed changes to the specifications. Such requests shall be formal in writing, and are to be addressed to Sarah Lu Heath, [sarahlu@nworegon.org](mailto:sarahlu@nworegon.org)

Such comments shall be submitted on or before **December 10, 2023**. Untimely requests shall not be considered.

## **2.11 EMPLOYEES NOT TO BENEFIT**

No employee or elected official of Benton County Rural and Special Transportation, Sunset Empire Transportation District, Columbia County Rider, Lincoln County Transit or Tillamook County Transportation

District shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## **2.12 NOTICE OF INTENT TO AWARD**

The notice of intent to award of the contract by NWOTA shall constitute a final decision of NWOTA's intent to award the contract if no written protest of the award is filed with the Tillamook County Transportation District General Manager within SEVEN (7) calendar days of issuance of the notice of intent to award. If a protest is timely filed, the award is a final decision of NWOTA's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every respondent who provided an address.

Right to Protest: Any actual respondent who is adversely affected or aggrieved by NWOTA's award of the contract to another respondent on the same solicitation shall have SEVEN (7) calendar days after notice of intent to award has been issued to submit to the Tillamook County Transportation District General Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved respondent with a right to submit a written protest, a respondent must be next in line for award, i.e. the protester must claim that all higher rated respondents are ineligible for award because they are non-responsive or non-responsible. NWOTA will not entertain protests submitted after the time period established in this rule.

## **2.13 REIMBURSEMENT**

There is no expressed or implied obligation for NWOTA to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

## **2.14 DEFAULT**

The Tillamook County Transportation District, serving as fiscal agent for NWOTA, may, subject to the provisions of this paragraph, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

**2.16.a** If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

**2.16.b** If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure.

**2.16.c** In the event NWOTA terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, NWOTA may procure, upon such terms and in such manner as NWOTA may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to NWOTA for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**2.16.d** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NWOTA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the

subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**2.16.e** The rights and remedies of NWOTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**2.16.f** As used in paragraph (2.16.d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **2.15 PAYMENTS**

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

**2.18.a** No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.

**2.18.b** Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.

**2.18.c** For a period of one year after payment of any claim, NWOTA reserves the right, under this contract, to recover any damages due as specified in the Clause of this contract entitled "Default".

## **2.16 TAXES**

Taxes, whether State or Federal, shall not be included in proposal prices. NWOTA is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

## **2.17 LITIGATION**

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Tillamook County and/or the State of Oregon.

## **2.18 SUBCONTRACTORS**

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by NWOTA. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

## **2.19 NWOTA CLARIFICATION OF PROPOSALS**

NWOTA reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a respondent to respond to such a request for additional information of clarification could result in rejection of the firms' proposal.

## **2.20 OWNERSHIP**

All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential, shall be provided to NWOTA upon request and shall be considered the exclusive property of NWOTA. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants NWOTA a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for NWOTA business, all such work products, including but not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to NWOTA or produced.

## SECTION 3 SCOPE OF WORK

### 3.1. BACKGROUND

The NW Oregon Transit Alliance (NWOTA) is a regional partnership between five transit providers: Benton County, Columbia County, Lincoln County Transit District, Tillamook County Transportation District (“TCTD”), and Sunset Empire Transportation District (“SETD”). Alliance partners work together to coordinate transit service, branded the Northwest Connector.

Tillamook County Transportation District (“TCTD”) is the fiscal agent for the Alliance and has received an ODOT Special Transportation Fund (STF) discretionary grant on behalf of NWOTA to develop and implement NWConnector website trip planner enhancements that will also be available to other transit agencies. TCTD is issuing this Request for Qualifications and will be executing the final contract with the selected consultant.

NWOTA has been operating the NWConnector since January 2014, providing coordinated, regional transit service throughout the region. NWOTA is seeking a consultant to manage a website to broadly market public transportation services in Northwest Oregon.

### 3.2. CONSULTANT SCOPE OF WORK

#### **Task 1: Develop a Work Plan**

Develop a work plan describing a transition plan to take over management of the website and tasks listed below. The intent of the work plan is to ensure regular maintenance of the website and communications with agency partners. The work plan shall reflect all activities required throughout the term of service. Consultant’s work plan shall address use of existing software and data standards such as OpenTripPlanner (OTP), OpenStreetMap (OSM), General Transit Feed Specifications (GTFS) and the GTFS-flex technology to incorporate demand responsive transit services.

#### **Task 2: Website Hosting**

Provide hosting services for the NW Connector website on the WPEngine platform. Ensure high uptime guarantees, regular backups, automatic updates of WordPress software, etc.

#### **Task 3: Website Support**

Provide customer service support to agencies that access the website EG: how to maintain and edit the hosted website. Provide customized training for new staff members, and suggested process documents, etc. to further aid in the website’s sustainability.

#### **Task 4: Interactive Map**

Display GTFS data through a draggable, clickable, zoomable interface.

#### **Task 5: GTFS to HTML Timetables**

Converts transit data in GTFS format into accessible, user-friendly HTML schedules.

#### **Task 6: Transit Alerts**

Utilize Transit Alerts to provide up-to-date service alerts in Google Maps and other online trip planning applications. Distribution of alerts to websites, SMS, email, and social media accounts to notify users of service alerts through these platforms is desired.



### **Task 7: On Call Development and Support**

At any time during the contract period, NWOTA staff may request additional website enhancements or changes that fall outside of our standard website support. Hourly rates apply unless an additional project scope of work is adopted.

### **3.3 PROGRESS REPORTS**

Consultant shall submit short monthly progress reports and include reporting period activities and deliverables and any critical issues affecting the website.

### **3.4 TECHNICAL ASSISTANCE**

The NW Oregon Transit Alliance/NW Connector website is funded by the Oregon Department of Transportation Rail and Public Transit Division. Technical assistance is available from the ODOT Rail and Public Transit Division. ODOT can provide consolidated General Transit Feed Specification data for NWOTA partners and connecting services.

### **3.5 EXPECTATIONS**

Work cooperatively with NWOTA staff, specifically the Project Manager, Sarah Lu Heath and/or her designee(s).

### **3.6 TIMELINE**

The initial contract will commence upon selection and execution, will end by June 30, 2024. Other proposed timelines will be considered with respect to the work proposed. Upon successful completion of agreed upon scope of work, the alliance would prefer to enter into a multi-year service agreement.

### **3.7 COMPENSATION**

Contractual compensation will be for the contractor's time and materials.

## **SECTION 4**

### **QUALIFICATIONS CONTENTS AND RESPONSE**

#### **4.1 SUBMISSION INSTRUCTIONS**

Vendors must observe submission instructions and be advised as follows:

- 4.1.a Qualifications are requested to be sent as a PDF via email to Sarah Lu Heath, SarahLu@nworegon.org
- 4.1.b If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the General Manager, Tillamook County Transportation District, 3600 3<sup>rd</sup> St, Tillamook, OR 97141.
- 4.1.c No proposal will be accepted after 10:00 AM (PST), December 15, 2023.
- 4.1.d Tillamook County Transportation District reserves the right to solicit additional information or proposal clarification from the vendors, or any one vendor, should TCTD deem such information necessary.
- 4.1.e All questions regarding the request for proposal process should be directed to Ms. Sarah Lu Heath, sarahlu@nworegon.org or call 971.328.2877, during regular business hours.

- 4.1.f If a vendor is unable or unwilling to meet any NWOTA RFQ requirement, an explicit statement to that effect must be made in the response as an exception.
- 4.1.g This request for qualifications and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Tillamook County Transportation District.
- 4.1.h Any applicant supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.
- 4.1.i The NWOTA reserves the right to reject any or all proposals, and to accept the proposal deemed most advantageous to NWOTA.
- 4.1.j Information should illustrate the quality of the CONTRACTOR’S work.

Provide the following information in the order in which it appears below.

The proposal must describe the qualifications of the respondent, including the qualifications of key staff, a project understanding and approach and the availability of resources to perform the required activities within the given timetables.

**4.2 PROJECT UNDERSTANDING AND APPROACH**

This criterion relates to the respondent's understanding of the NWOTA and the methodology and course of action used to develop the NW Oregon Transit Alliance/NWConnector Website.

The issue is whether the Consultant has a clear and concise understanding of the project components based on existing information. Elements to be considered include the following:

The respondent’s understanding of NWOTA’s objectives as demonstrated by the response to the RFQ.

The respondent’s awareness of key issues and approach to proactively addressing them as part of the process.

Please include the following as part of your response:

1. Experience with open source public transit website development utilizing OTP, GTFS, GTFS-flex and API software tools.
2. Experience developing rider-friendly web-based trip planning applications.
3. Understanding of the unique challenges developing and implementing a combined website for public transit systems operating in five counties.
4. Recommended approach to managing nwconnector.org. The schedule should clearly illustrate the contractor’s ability to perform the work described in the RFQ with the staff included in the proposal.

**4.3 RESPONDENTS QUALIFICATIONS AND EXPERIENCE**

**Respondent Experience**

The successful respondent must demonstrate their qualification through past experience. Please share your experience in the following:

- Public transit website development.

- Experience using open source platforms and OTP, GTFS, GTFS-flex and API software tools
- Public involvement process and the presentation of complex ideas to a general audience.

**References**

- Provide three references of previous relevant projects.
- Describe the outcome of these projects. Detail issues that arose during the project and how they were dealt with.

**Key Staff**

Please detail the qualifications of key staff that will be assigned this project and their experience on projects similar to the project. Please include resumes of all key staff.

**Project Costs**

Project budget should be organized by task and show expected staff, labor rates by staff, hours, overhead and profit. Please provide an hourly rate for staff working on the project and estimate the amount of time each will be working on the NWOTA project.

**SECTION 5**

**EVALUATION AND SELECTION CRITERIA**

An evaluation committee will review all proposals. Proposals may be subjected to a two-phase evaluation process.

In Phase One, points will be awarded based upon the Proposal Response in the format listed below. The Consultant may be selected based upon the results of Phase One.

Phase Two, if deemed necessary by the evaluation committee, will consist of the three (3) highest scoring Respondents invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written responses will be used to evaluate the finalist during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview.

The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring respondent(s).

<b>Category</b>	<b>Points Available</b>
5.1 Project Understanding and Approach	0-50
5.2 Relevant Experience	0-20
5.3 References	0-10
5.4 Cost	0-20
<b>Available Points</b>	<b>0-100</b>

Once a selection has been made, NWOTA (through fiscal agent TCTD) will enter into contract negotiations. During negotiation NWOTA may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If NWOTA is unable to come to terms with the highest scoring respondent, discussions shall be terminated, and negotiations will begin with the next highest scoring respondent. NWOTA reserves the right to reject any and all proposals.

NWOTA will accept the proposal or proposals which in their estimation will best serve the interests of NWOTA and will reserve the right to award the contract to the consultant whose proposal shall be best for the public good.

**PROPOSAL RESPONSE**

Submitted by: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2023

Phone number: \_\_\_\_\_

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to assist NWOTA to **maintain, support, and develop the NW Oregon Transit Alliance’s NWConnector Website**, as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The OFFEROR, by his signature below, hereby represents as follows:

**(a)** That no Commissioner, officer, agency or employee of Tillamook County Transportation District or NWOTA is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of NWOTA, TCTD, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

**(b)** The Respondent and each person signing on behalf of any respondent certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the respondent prior to the proposal deadline, either directly or indirectly, to any other respondent or competitor;
3. No attempt has been made nor will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

**(c)** The respondent fully understands and submits its proposal with the specific knowledge that:

1. The selected contractor must be approved by the NWOTA and Tillamook County Transportation District Commission.
2. This offer to **maintain, support, and develop the NW Oregon Transit Alliance’s NWConnector Website**, will remain in effect at the prices proposed for a period of not less than 120 calendar days from the date that responses are due, and that this offer may not be withdrawn or modified during that time.

**(d)** That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

**(e)** Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**(f)** That the Respondent , to the best of the Respondent s knowledge, is not in violation of any Oregon Tax Laws. For purposes of this certification Oregon Tax Law means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 402.250. ORS Chapters 118,314,316,317,318,321, 323 and elderly rental assistance program under ORS 310.630 to 310.706 or any local taxes administered by the Department of Revenue under ORS 305.620.

**(g)** That the Respondent accepts all terms and conditions contained in this RFQ and that the RFQ and the response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The TCTD reserves the right to reject any or all proposals.

**(h)** That the respondent holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

**(i)** That the respondent is covered by liability insurance and other insurance in the amount(s) required by the solicitation.

**(j)** That the respondent qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

**(k)** That the Respondent is legally qualified to contract with Tillamook County Transportation District.

**(l)** That the Respondent has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has respondent or will respondent discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225

**(m)** The respondent agrees to accept as full payment for the services specified herein, the amount as shown in his/her scope of work.

**(n)** I, the undersigned agree to comply with the provisions of ORS 279.350 through ORS 279.375 or Davis Bacon Act (40 U.S.C. 276a) as applicable.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023

_____	_____
-------	-------

Name of Firm	Name of Respondent
--------------	--------------------

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

CONTRACT MANAGER:

Name \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

## SECTION 8

### SAMPLE PROFESSIONAL SERVICES CONTRACT

This contract for personal services is entered into by and between **TILLAMOOK COUNTY TRANSPORTATION DISTRICT**, a special district of the State of Oregon, hereinafter referred to as TCTD, acting as fiscal agent for the NWOTA, and **[CONTRACTOR]**, hereinafter called CONTRACTOR to provide the services described in the Request for Qualifications issued November 8, 2023, and responses are due December 15, 2023, which by this reference are hereby made part of this contract and incorporated herein. The following provisions shall comprise this contract:

#### **I. SCOPE**

This Contract covers the personal services as described in Request for Proposals and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution and continue through June 30, 2023 with extensions anticipated.

#### **II. COMPENSATION**

**A.** TCTD agrees to compensate CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$XXXXXXX**.

**B.** CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

**1** CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

**2.** This Contract is not intended to entitle CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

**3.** If CONTRACTOR has the assistance of other persons in the performance of this Contract, and CONTRACTOR is a subject employer, CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**C.** CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

**D.** CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.



### **III. FEDERAL CONTRACT SPECIAL CONDITIONS**

#### **A. Failure to Perform**

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of Contractor and without Contractor's fault or negligence. Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.
5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **B. Termination for Convenience**

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

## **C. Compliance with Applicable Law**

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368; (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

## **D. Reporting Requirements**

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

## **E. Records Maintenance; Access.**

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

**F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractor's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

**IV. CONSTRAINTS**

CONTRACTOR agrees:

**A.** If the services to be provided pursuant to this Contract are professional and/or consultative, CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

- a.** Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

**2.** If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this Contract.

**3.** CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

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

**4.** CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention

incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

6. CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CONTRACTOR or CONTRACTOR'S employees or agents.

7. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring CONTRACTOR to perform, at CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

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

## **V. OWNERSHIP**

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

**VI. INSURANCE REQUIREMENTS**

**A. COMMERCIAL GENERAL LIABILITY**

- Required by DISTRICT                       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

- Required by DISTRICT                       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

- Required by TCTD                                       Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

- Required by TCTD                                       Not required by TCTD

**E.** Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

**F.** If CONTRACTOR has the assistance of other persons in the performance of this contract, and CONTRACTOR is a subject employer, CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS Chapter 656. CONTRACTOR shall maintain employer’s liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period CONTRACTOR’S insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers’ Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

**VII. SUBCONTRACTS**

CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. CONTRACTOR certifies that CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VII. TERMINATION - AMENDMENT**

- A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the NWOTA.
- C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**[COMPANY]**

**Tillamook County Transportation District**

[Street]

By:

[Address]

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

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

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Entity Type/State of Formation

**Required Exhibits to Contract:**

INSURANCE CERTIFICATES  
*(to be supplied at the time of contract execution)*

TCDC RFQ ISSUED NOVEMBER 8, 2023  
AND ALL SUBSEQUENTLY ISSUED ADDENDA (IF ANY)

CONTRACTOR RESPONSE TO RFP SUBMITTED DECEMBER 15, 2023  
AND ALL SUBSEQUENT MODIFICATIONS (IF ANY)