



## AGENDA

### CANBY CITY COUNCIL MEETING

January 4, 2017

7:30 PM

Council Chambers

222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor

*Mayor Brian Hodson*

*Council President Tim Dale*

*Councilor Clint Coleman*

*Councilor Tracie Heidt*

*Councilor Traci Hensley*

*Councilor Greg Parker*

*Councilor Tyler Smith*

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### CITY COUNCIL MEETING

#### 1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

#### 2. COMMUNICATIONS

#### 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

*(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)*

#### 4. MAYOR'S BUSINESS

#### 5. COUNCILOR COMMENTS & LIAISON REPORTS

#### 6. CONSENT AGENDA

*(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)*

- A. Approval of Minutes of the December 7, 2016 City Council Regular Meeting

#### 7. RESOLUTIONS & ORDINANCES

- A. Res. 1255, Repealing Resolution Numbers 790, 857, 1046 and 1208 and Reestablishing a Transit Advisory Committee for the Purpose of Advising the City, Through its Transit Director, Regarding Issues of Development, Implementation and Ongoing Transit Service for the City of Canby Pg. 1
- B. Res. 1256, Authorizing the Sale of Two (2) Buses, Property of the Transit Department, Canby Area Transit (CAT), Pursuant to the City's Resolution No. 897 for Sale of Surplus Property Pg. 5
- C. Ord. 1455, Amending the Zoning Designation of a Certain Property in the City of Canby, Clackamas County, Oregon in Conformance with the Comprehensive Plan and the Land Development and Planning Ordinance of the City of Canby for Tax Lot 6000 of Tax Map 3-1E-33CA (2<sup>nd</sup> Reading) Pg. 8

D. Ord. 1456, Authorizing Contract with AngelTrax Mobile Video Surveillance of Newton, Alabama for the Purchase and Installation of Surveillance Camera Equipment and Cellular Data Service Plan for the Canby Area Transit (CAT) Fleet of Buses

Pg. 11

**8. NEW BUSINESS**

A. Presentation to Councilor Coleman

**9. SWEARING IN CEREMONY**

A. Swearing in of Mayor and City Councilors

**10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

**11. CITIZEN INPUT**

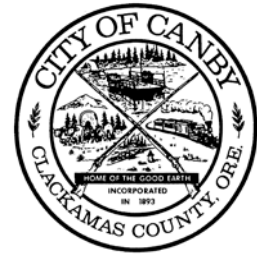
**12. ACTION REVIEW**

**13. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**

**14. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov). City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Julie Wehling, Transit Director*  
**DATE:** *December 13, 2016*  
**THROUGH:** *Richard Robinson, City Administrator*  
**RE:** *Resolution 1255*

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Issue: Update of the Resolution(s) to form the Canby Transit Advisory Committee.

## Synopsis:

The Transit Advisory Committee was established by Resolution 790 in April of 2002. In May of 2004, the Resolution 790 was amended to change the number of Committee members from nine (9) to seven (7) by Resolution 857. In October of 2009, Resolution 1046 changed the requirements for Committee membership. Originally, Resolution 790 required members to be residents of Canby or to reside within the Canby Urban Growth Boundary (CUGB). This amendment allowed for two (2) members of the Committee to reside outside the City or CUGB if the member has current employment or affiliation with a business or organization operating within the City or CUGB. This was done to allow business owners and/or other individuals who live outside the CUGB and have an interest in Canby's transit service to serve on the Committee. In February of 2015, Resolution 1208 amended the document to align the annual date the Committee chair and vice chair were selected with the date that new members are appointed. This amendment also removed erroneous language regarding a secretary.

On November 17, 2016, the Transit Advisory Committee voted to change the number of times the Committee is required to meet. Resolution 790 requires the Committee to meet at least once per month. The Committee voted to recommend to Council that they be required to **meet at least 6 times per year or on the call of the chairperson or on the call of the majority of its members.**

Historically, the Committee has meet 7.27 times per year. The Committee has met as few as 2 times in a year and as many as 12 times in a year. Over the past few years the Committee has routinely cancelled one or two summer meetings and the meeting in December. This change will give the Committee more flexibility for special meetings and avoid the requirement to hold meetings with a nearly empty agenda. If Resolution 1255 is approved by Council the Committee intends to set the following schedule: meeting in January, March, May, July, and September on the forth Thursday and in November on the third Thursday. Resolution 1255 incorporates all of the changes listed above. Several wording changes were made for clarification. Language regarding Terms of Office was updated and reworded for clarity.

## Recommendation:

Staff recommends that the Resolutions: 790, 857, 1046 and 1208 be repealed and Resolution 1255 be adopted.

Fiscal Impact: Reduced staff time spent on committee preparation and record keeping.

Recommended

Motion: *I move to adopt Resolution 1255, A RESOLUTION REPEALING RESOLUTION NUMBERS: 790, 857, 1046 AND 1208 AND REESTABLISHING A TRANSIT ADVISORY COMMITTEE FOR THE PURPOSE OF ADVISING THE CITY, THROUGH ITS TRANSIT DIRECTOR, REGARDING ISSUES OF DEVELOPMENT, IMPLEMENTATION AND ONGOING TRANSIT SERVICE FOR THE CITY OF CANBY.*

Attachments: Resolution 1255

## **RESOLUTION NO. 1255**

**A RESOLUTION REPEALING RESOLUTION NUMBERS: 790, 857, 1046 AND 1208 AND REESTABLISHING A TRANSIT ADVISORY COMMITTEE FOR THE PURPOSE OF ADVISING THE CITY, THROUGH ITS TRANSIT DIRECTOR, REGARDING ISSUES OF DEVELOPMENT, IMPLEMENTATION AND ONGOING TRANSIT SERVICE FOR THE CITY OF CANBY.**

**WHEREAS**, the Canby Transit Advisory Committee was formed by Resolution 790 in 2002 to advise the City of Canby regarding issues of on-going transit services for the City; and

**WHEREAS**, Resolutions 857, 1046, and 1208 amended Resolution 790; and

**WHEREAS**, an amendment to the number of meetings held during each year was desired by the current membership; and

**WHEREAS**, an updated document incorporating all amendments is necessary for clarity.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City of Canby City Council, as follows:

Resolutions 790, 857, 1046, and 1208 are hereby repealed and replaced by the following:

### **Section 1. Transit Advisory Committee.**

There is hereby created and established a committee to be entitled and designated as the Canby Transit Advisory Committee under authority granted by Oregon law.

### **Section 2. Duties and Responsibilities of the Committee.**

The committee shall be specifically responsible for, but not limited to, the following:

- A. Developing and assessing, on an ongoing basis, the transportation needs of the citizens of Canby.
- B. Acting in an advisory capacity to the Transit Director in the coordination of transit services.
- C. Promoting and educating the public regarding acceptance and usage of the transit system.
- D. Promoting and educating the public regarding special problems associated with the use of the transit system by youth, elderly and disabled citizens.

### **Section 3. Organization of the Committee.**

**A. Membership:** The members of the committee shall be appointed by the City Council upon recommendation of the committee chairperson and City Council Transit Committee liaison. The Mayor may vote only to break a tie, if necessary. The members of the committee shall serve at the pleasure of the Council.

The committee shall consist of a seven (7) member board with a City Council member to serve as a non-voting liaison. Committee membership requires either

1. Residence within the City of Canby or the City's Urban Growth Boundary; or
2. Current employment or affiliation with a business or organization operating within the City of Canby or the City's Urban Growth Boundary.

Total committee membership shall be limited to not more than two (2) members residing outside the City's Urban Growth Boundary.

**B. Terms of Office:** The terms of office are three (3) years. Three (3) positions will expire on March 31, 2017; three (3) will expire on March 31, 2018; and one (1) will expire on March 31, 2019. At the expiration of a member's term, a new member shall be appointed by the City Council upon recommendation of the committee chairperson and the City Council liaison. If a vacancy occurs during the term of a member, a new member shall be appointed to complete the member's term by the City Council (upon recommendation of the committee chairperson and the City Council liaison). Any member failing to attend three (3) consecutive meetings without approval of the committee chairperson, may be removed by the City Council and a new member appointed to complete the unexpired term.

**C. Officers:** Each year at the first meeting following the City Council appointment(s) of new members, the committee shall select a chairperson and vice-chairperson who shall serve for a term of one (1) year.

**D. Meetings:** The committee shall meet at least six (6) times per year and shall meet on the call of the chairperson or on the call of the majority of its members. A majority of the filled member positions shall constitute a quorum. The committee shall have authority to make and alter rules governing the conduct of business, with the approval of the City Council.

This Resolution shall take effect on January 4, 2017.

**ADOPTED** this 4<sup>th</sup> day of January, 2017 by the Canby City Council.

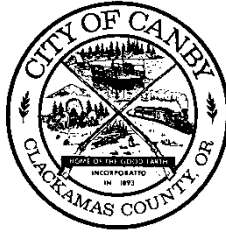
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Brian Hodson  
Mayor

ATTEST

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Kimberly Scheafer, MMC  
City Recorder



## MEMORANDUM

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**DATE:** DECEMBER 12, 2016  
**TO:** HONORABEL MAYOR HODSON AND CANBY CITY COUNCIL  
**FROM:** JULIE WEHLING, TRANSIT DIRECTOR  
**THROUGH:** RICHARD ROBINSON, CITY ADMINISTRATOR  
**RE:** RESOLUTION 1256 - DISPOSAL OF TRANSIT VEHICLES

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**Issue:** The Transit Department and Fleet Department agree as to the disposal of Canby Area Transit vehicles (bus #3 and bus #6). Both vehicles exceed the Federal Transit Administrations (FTA) useful life standards for age and mileage.

**Synopsis:** Both of these vehicles have been replaced with grant funded buses. Bus 3 was replaced by bus 26 in May of 2012 and bus 6 was replaced by bus 31 in May of 2016. Both buses have been used as back-up vehicles since their replacement.

All CAT and City logos will be removed and the fleet department will make arrangements for delivery of the two buses to Commercial Industrial Auctioneers (CIA) located at 13231 SE Division Street, Portland, Oregon. CIA will schedule the buses for auction.

**Recommendation:** Staff recommends the adoption of Resolution 1256 which allows the City Administrator to dispose of said Canby Area Transit vehicles.

**Motion:** ***"I move to adopt Resolution 1256, A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON AUTHORIZING THE SALE OF TWO (2) BUSES, PROPERTY OF THE CITY OF CANBY TRANSIT DEPARTMENT, CANBY AREA TRANSIT (CAT), PURSUANT TO THE CITY'S RESOLUTION NO. 897 FOR SALE OF SURPLUS PROPERTY."***

**Attached:** Resolution 1256

## **RESOLUTION NO. 1256**

### **A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON AUTHORIZING THE SALE OF TWO (2) BUSES, PROPERTY OF THE TRANSIT DEPARTMENT, CANBY AREA TRANSIT (CAT), PURSUANT TO THE CITY'S RESOLUTION NO. 897 FOR SALE OF SURPLUS PROPERTY.**

**WHEREAS**, the Transit and Fleet Departments have determined that two (2) of CAT's current buses have exceeded either the maximum number of miles recommended or exceeded the maximum number of years for its useful life, or both, and that the Transit Director proposes to sell them by auction in the immediate future; and

**WHEREAS**, City Resolution No. 897, Exhibit A. Section 9, provides that when disposing of City owned property having a value of more than \$15,000, it shall first be subject to authorization by the City Council. It further provides that all proceeds from the sale of any surplus property shall only be used for the purpose of purchasing other property and not used for day to day operations of the City; and

**WHEREAS**, the Council believes it is in the best interests of the citizens of Canby to dispose of the following used buses by auction:

1. Bus #3 a 2003 Girardin Diesel bus with 331,112 miles - VIN #1FDXE45F63HA17519.
2. Bus #6 a 2002 Girardin Diesel bus with 218,048 miles - VIN #1FDXE45F12HA18026.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Canby as follows:

The Canby City Council declares above referenced two (2) buses as surplus and authorizes the auction of such by the Transit Department with the proceeds to be allocated for the purchase of other property.



This resolution will take effect on January 4, 2017.

**ADOPTED** this 4<sup>th</sup> day of January 2017 by the City of Canby City Council.

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Brian Hodson  
Mayor

ATTEST

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Kimberly Scheafer, MMC  
City Recorder

## **ORDINANCE NO. 1455**

### **AN ORDINANCE AMENDING THE ZONING DESIGNATION OF A CERTAIN PROPERTY IN THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON IN CONFORMANCE WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT AND PLANNING ORDINANCE OF THE CITY OF CANBY FOR TAX LOT 6000 OF TAX MAP 3-1E-33CA.**

**PURPOSE** – To protect the former City Hall historic building and site located at 182 N Holly Street within the City of Canby.

**WHEREAS**, the City Council has considered the need to protect certain historic characteristics or resources of the community as evidenced in adopting the Canby Comprehensive Plan and implementing Land Development and Planning Ordinance; and

**WHEREAS**, the Statewide Planning Goals, as adopted by the Land Conservation and Development Commission, and ORS 197.175, clearly mandate and require the protection of certain historic sites; and

**WHEREAS**, community interest has been high to preserve the historic characteristic of the recently vacated City Hall building as a new continuing use is pursued for this property; and

**WHEREAS**, an application to request the designation of the former City Hall to the Local Register of Historic Landmarks was filed with the City; and

**WHEREAS**, a public hearing was conducted by the Historic Review Board on November 7, 2016 after public notices were mailed, posted and printed in the *Canby Herald*, as required by law; and

**WHEREAS**, the Historic Review Board at the conclusion of the public hearing voted 4-0 to recommend to the Planning Commission and City Council that the application be approved. A Findings, Conclusions and Order was approved by the Historic Review Board and forwarded to the Planning Commission with their recommendation; and

**WHEREAS**, the Planning Commission conducted their own hearing on November 28, 2016 where they voted 6-0 to recommend to the City Council that the application be approved and the zoning of the property be changed by the addition of the “A” Historical Protection Overlay designation to the existing underlying base zone for this property and forwarded to the City Council their Findings, Conclusions and Order with their recommendation; and

**WHEREAS**, the Canby City Council considered the matter and the recommendations of the Historic Review Board and the Planning Commission following a public hearing held at its regular meeting on December 7, 2016; and

**WHEREAS**, the Canby City Council, after considering the staff report and forwarded advisory board recommendations, and concluding its review and discussion on this matter and by motion duly made and seconded; voted unanimously to approve the application and approve the zone change; now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The zoning of Tax Lot 6000 OF TAX MAP 3-1E-33CA is hereby changed by the addition of the “A” Historical Protection Overlay designation to the existing underlying base zone, as provided for in the Land Development and Planning Ordinance.

Section 2. The Mayor, attested by the City Recorder, is hereby authorized and directed to cause this property to be added to official register of Historic Landmarks maintained by the Historic Review Board.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, December 7, 2016, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 4, 2017, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on January 4, 2017 by the following vote:

YEAS\_\_\_\_\_ NAYS\_\_\_\_\_

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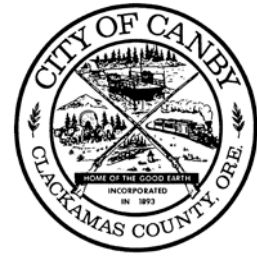
Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Julie Wehling, Transit Director*  
**DATE:** *December 13, 2016*  
**THROUGH:** *Rick Robinson, City Administrator*  
**RE:** *Ordinance 1456 – Onboard Camera System for CAT Buses*

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## Issue:

The existing security camera systems onboard the Transit Fleet are outdated and utilize several generations of DVRs and camera equipment. Because of a pending grant application for onboard camera equipment the 3 newest buses do not have cameras at this time. See attached “City of Canby Transit Fleet” document for more detailed information. The current system requires staff to bring individual hard drives into the office to view or copy the video. These hard drives are from more than one generation and require different hardware for viewing the video. The hard drives are not interchangeable which requires each bus to have 2 hard drives in order to keep buses in operation while video is being viewed. Of late, the system has not been reliable and the current vendor provides very limited, if any, customer support.

## Recommendation:

Staff recommends that the Council authorize the City Administrator to execute an agreement with AngelTrax for the purchase and installation of an onboard camera system which will equip all buses in the fleet with the appropriate number of cameras and standardized equipment; and also enter into an agreement for a discounted cellular data plan. This system upgrade will provide the option of downloading events via the hard drive in the bus, via an SD card or via a cellular wireless connection. The new system includes the ability to: view live streaming video of the buses, view a live GPS tracking of the location of the buses, and the ability to see the bus speed live. The system also provides comprehensive reporting, auto downloading, system notifications, and a driver panic button. Additionally, each bus will be equipped with a backup camera and monitor. The AngelTrax quote also includes one year of cellular data and software maintenance.

## Rationale:

Staff sent a Request for Quote (RFQ) on August 29, 2016 to five vendors. All five vendors responded with a quote. The companies were: AngelTrax, Pro-Vison, Seon, REI, and WatchGuard. City and MV staff attended presentations or conferences calls from each of the companies. Transit Department staff reviewed and scored the quote documents according to a list of weighted criterion. Attached is a list of the criterion and the average scores of the vendor proposals.

Fiscal Impact:

The City has received a grant for \$40,307 in STF funds. Also the City has received ODOT approval to utilize the remaining balance (\$13,225) of contract number 30407 (a Federal 5339 vehicle grant) to purchase an upgraded onboard surveillance camera system for Canby Area Transit (CAT). The total budget for the system is \$53,225. There will be no match requirement because the STF funds will provide more than the required match amount for the federal funds.

Recommended Motion:

“I move that we approve Ordinance 1456 **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANGELTRAX MOBLE VIDEO SURVEILLANCE OF NEWTON, ALABAMA FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT AND ONGOING CELLULAR DATA PLAN AGREEMENT FOR A SURVEILLANCE CAMERA SYSTEM ON THE TRANSIT FLEET** to come up for second reading on January 18, 2017.

Attachments:

City of Canby Transit Fleet  
Quote Comparison Sheet  
Evaluation Criteria Guideline  
Average Scores

## City of Canby Transit Fleet

Bus	Year	Make	Model	Plate	Length	Body Style	Current Number of Cameras	Quote Cameras	Quote additional backup camera (if available)
<b>2</b>	2002	Ford	GIRARDIN	E224017	25'	CUT-AWAY	4	4	1
<b>14</b>	2006	Freightliner	CHAMPION	E238812	35'	COACH	5	5	1
<b>*17</b>	2009	Chevrolet	STARTRANS	E248092	26'	CUT-AWAY	4	4	1
<b>*18</b>	2010	Chevrolet	STARTRANS	E253103	22'	CUT-AWAY	4	4	1
<b>*19</b>	2010	Chevrolet	STARTRANS	E253104	22'	CUT-AWAY	4	4	1
<b>*26</b>	2011	Chevrolet	ARBOC	E257280	26'	CUT-AWAY low-floor	4	4	1
<b>*27</b>	2011	Chevrolet	ARBOC	E257279	26'	CUT-AWAY low-floor	4	4	1
<b>*28</b>	2013	Cummins	GILLIG	E261557	35'	COACH	7	7	1
<b>*29</b>	2013	Cummins	GILLIG	E261558	35'	COACH	7	7	1
<b>*31</b>	2016	Chevrolet	ARBOC	E266563	23'	CUT-AWAY low-floor	0	4	1
<b>*32</b>	2016	Chevrolet	ARBOC	E266564	26'	CUT-AWAY low-floor	0	4	1
<b>*33</b>	2016	Chevrolet	ARBOC	E266565	26'	CUT-AWAY low-floor	0	4	1

\*Vehicle floor plan available upon request

Vehicle floor plans are available for all buses except buses 2 & 14. For planning purposes bus 2 is most similar to the ARBOC bus layout and bus 14 is most similar to the Gillig bus layout. Bus 14 is the only bus with two doorways. On the interior of all buses we will need a camera pointing from the rear of the bus to the front of the bus; a camera pointing from the front of the bus to the rear of the bus, a camera at each exit and a camera facing forward through the windshield at the roadway. We would also like to explore any options for backup cameras during this process.

Onboard Camera System Quotes  
September 2016

Vendor	Angel Trax	Pro-Vision	REI	Seon	WatchGuard
Warranty	1-5 years (10yrs Solid State)	60 month (5 year)	90 days - 3 years	1- 3 Years	1 year
DVR Channels	8 channels	8 channels	8 channels	8 channels	6 channels
Solid State	available	available			Not quoted
1 TB Hard Drive	1 TB	1 TB	1 TB	1 TB	200 GB
Gillig Cameras (per bus) - 7 requested	7	7	7	7	1
Champion Cameras (per bus) - 5 requested	5	5	5	5	1
Cutaway Cameras (per bus) - 4 requested	4	4	4	4	1
Back up Cameras (per bus) - 1 requested	1	1	1	1	1
Software Per bus - details	flat fee \$1,500	\$0	\$0	\$300 per bus + \$495	
Software Support annual charge annual price	\$1,500	\$0	\$0	\$795	NA
Software Support included in quote	first year included	\$0	\$0	first year included	
Extra	includes 1 computer				
Extra	data plan included (yr. 1)				
<b>Minimum Cost as per Quote</b>	<b>\$ 27,677.25</b>	<b>\$ 35,567.00</b>	<b>\$ 28,861.60</b>	<b>\$ 34,621.00</b>	<b>\$ 65,880.00</b>
<i>Priority Options Offered</i>					
Back up cameras	Yes	Yes	Yes	Yes	Yes
Interior camera audio	Yes	Yes	Yes	Yes	No
8 channel DVR	Yes	Yes	Yes	Yes	No
Solid State 1 TB hard drive	Yes	Yes	No	No	No
Equipment/software for cellular connectivity - Live Streaming	Yes	Yes	Yes	Yes	No
<b>Cost for all available priority options</b>	<b>\$52,895.85</b>	<b>\$60,894.00</b>	<b>\$58,176.40</b>	<b>\$62,224.00</b>	<b>\$65,880.00</b>
5G data plan included in quote (1 year)	Yes	No	No	No	No
Cost of 5G Verizon data plan	\$ -	\$ 5,758.56	\$ 5,758.56	\$ 5,758.56	\$ 5,758.56
<b>Total price with 12 months of 5G Data Plan</b>	<b>\$52,895.85</b>	<b>\$66,652.56</b>	<b>\$63,934.96</b>	<b>\$67,982.56</b>	<b>\$71,638.56</b>

Note\* 5G Data plan through Verizon would be 39.99 per bus (\$5758.56 annually)



**RFQ City of Canby Onboard Bus Camera System  
Evaluation Criteria Guideline – September 2016**

**Firm Name:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

		10 – 8	7 – 5	4 – 2	1 - 0
<b>1. Warranty and Training– 10%</b>					
1a. Warranty	Years of warranty offered and warranty coverage.	1-5 years Additional warranty	1-3 years	1 year	Less than 1 year
1b. Training	Training and technical support offered.	Extensive initial training and ongoing training and support offered.	Initial training and ongoing training and support offered.	Training and ongoing support offered.	Limited training and/or ongoing support offered.

		10 – 8	7 – 5	4 – 2	1 - 0
<b>2. References, Organization of Quote, &amp; Presentation, – 25%</b>					
2a. References provided	Name and contact information of customers using the proposed product(s).	Provided multiple (3 or more) references with contact information.	Provided references.	Provided references without specific contact information.	Provided no references.
2b. Organization of Quote documents.	Well organized Quote. Easy to understand and interpret pricing. Quote provided all information requested in an easy to follow format.	Quote was very well organized and very easy to understand. Included all requested information in the preferred format.	Quote reasonably well was organized and included most of the requested information in the preferred format.	Quote was somewhat organized. Not all information was provided or not all requested information was provided in the preferred format.	Quote was difficult to follow and missing pertinent information or not provided in the preferred format.
2c. Presentation	Presentation or video/conference call	Exceptionally informative and well organized presentation.	Informative well organized presentation.	Somewhat informative and/or organized presentation.	No presentation
2d. Ease of use	Demonstration of ease of use	Presentation or video conference demonstrated exceptionally user friendly software format and equipment.	Presentation or video conference demonstrated user friendly software format and equipment.	Presentation or video conference demonstrated somewhat user friendly software format and equipment.	Presentation or video conference demonstrated less than user friendly software format and equipment.

		10 – 8	7 – 5	4 – 2	1 - 0
<b>3. Preferred equipment/services available– 30%</b>					
3a. 8 channel DVR	Quote provided for 8 channel DVRs	Quote provided for 8 channel DVRs	Not Applicable	Not Applicable	8 channel DVRs not available.
3b. Hard Drive	Hard Drive Capacity	Quote provided for 1TB Solid State Hard Drive	Quote provided for 1 TB Hard Drive	Less than 1TB Hard Drive available	Less than 500 GB available
3c. Audio	Audio included with all interior camera quotes.	Audio included with all interior camera quotes.	Not Applicable	Not Applicable	Audio not included with all interior camera quotes.
3d. Camera coverage	Quote provided for sufficient camera coverage for each vehicle type.	Quote provides appropriate camera types and camera coverage for each vehicle type.	Not Applicable	Not Applicable	Quote does not provide appropriate camera types and/or camera coverage for each vehicle type.
3e. Back-up camera system.	Quote provided for a back-up camera system.	Quote includes all equipment and software needed for a back-up camera system.	Not Applicable	Not Applicable	Quote does not include all equipment and software needed for a back-up camera system.
3f. Cellular – live streaming	Quote includes equipment and software needed for cellular and live streaming.	Quote includes all equipment and software needed for cellular connectivity and live streaming video.	Not Applicable	Not Applicable	Quote does not include equipment and software needed for cellular connectivity and live streaming video.
3g. Cellular service	Quote includes: <i>Note* Governmental cellular service available for \$479 per bus annually.</i>	Discounted cellular service offered in the quote.	Not Applicable	Not Applicable	No cellular service offered with Quote.

		10 – 8	7 – 5	4 – 2	1 - 0
<b>4a – Affordability – 35%</b>					
4a. Affordability of system.	Affordability of equipment, software and installation.	Within the project budget \$53,000	Within 2% of the budget \$54,060	Within 5% of the budget \$58,650	More than 10% above the budget \$58,301+
4b. Affordability of ongoing costs. <i>*5G of Verizon cellular data for 12 buses is \$5,758 annually.</i>	Affordability of ongoing costs including software maintenance and cellular connectivity.	Within the annual budget \$6,000	Within 2% of the budget \$6,120	Within 5% of the budget \$6,300	More than 10% above the budget \$6,600+

**CITY OF CANBY - CANBY AREA TRANSIT  
Onboard Camera System**

<b>RFQ Scores</b>	<b>AVERAGE SCORE</b>							
<b>Onboard Camera Equipment September 2016</b>	<b>Firm 1: AngelTrax</b>	<b>Firm 2: Pro-Vision</b>	<b>Firm 3: REI</b>	<b>Firm: 4 Seon</b>	<b>Firm: WatchGuard</b>	<b>Firm: 6</b>	<b>Firm 7:</b>	<b>Firm: 8</b>
<b>Part 1 - Warranty and Training - 10%</b>								
<b>1a</b>	10	10	6.5	7	2			
<b>1b</b>	10	10	1	1.5	0			
<b>Total (2/x.010)</b>	10.00%	10.00%	3.75%	4.25%	1.00%	0.00%	0.00%	0.00%
<b>Part 2 - References, Organization of Quote, &amp; Presentation - 25%</b>								
<b>2a</b>	10	10	0.5	10	2			
<b>2b</b>	10	9.5	3.5	4	4			
<b>2c</b>	9	10	4	10	4			
<b>2d</b>	10	8	4.5	5.5	6.5			
<b>Total (/4x.025)</b>	24.38%	23.44%	7.81%	18.44%	10.31%	0.00%	0.00%	0.00%
<b>Part 3 - Preferred equipment/services available - 30%</b>								
<b>3a</b>	10	10	10	10	0			
<b>3b</b>	10	10	7	5	0			
<b>3c</b>	10	10	10	10	0			
<b>3d</b>	9	10	10	8	0			
<b>3e</b>	10	10	10	10	8			
<b>3f</b>	10	0	9.5	9	0			
<b>3g</b>	10	0	0	0	0			
<b>Total (/7x.030)</b>	29.57%	21.43%	24.21%	22.29%	3.43%	0.00%	0.00%	0.00%
<b>Part 4 - Affordability - 35%</b>								
<b>4a</b>	10	0	4	0	0			
<b>4b</b>	10	9	10	1	0			
<b>Total (/2x.035)</b>	35.00%	15.75%	24.50%	1.75%	0.00%	0.00%	0.00%	0.00%
<b>Grand Total</b>	<b>98.95%</b>	<b>70.62%</b>	<b>60.28%</b>	<b>46.72%</b>	<b>14.74%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

## **ORDINANCE NO. 1456**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANGELTRAX MOBILE VIDEO SURVEILLANCE OF NEWTON, ALABAMA FOR THE PURCHASE AND INSTALLATION OF SURVEILLANCE CAMERA EQUIPMENT AND A CELLULAR DATA SERVICE PLAN FOR THE CANBY AREA TRANSIT (CAT) FLEET OF BUSES.**

**WHEREAS**, the City of Canby on behalf of Canby Area Transit received grant 17-0814 from TriMet for \$40,307 in STF funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

**WHEREAS**, the City of Canby on behalf of Canby Area Transit received approval from ODOT Rail and Public to utilize the balance of Contract 30407 (\$13,225) in (49 U.S.C 5339) funds to combine with grant 17-0814 funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

**WHEREAS**, it is a transit industry best practice and in the best interest of the City and Canby Area Transit for buses to have surveillance camera systems on board; and

**WHEREAS**, City requested quotes from five (5) vendors for the purchase and installation of surveillance camera equipment on August 29, 2016; and

**WHEREAS**, the City of Canby received quotes from the five (5) companies listed below:

***Company Names:***

AngelTrax Mobile Video Surveillance (AngelTrax)  
Pro-Vison Video Systems (Pro-Vison)  
Radio Engineering Industries, Inc. (REI)  
Seon Systems Sales (Seon)  
WatchGuard Video (WatchGuard)

**WHEREAS**, following vendor presentations staff reviewed and scored the quotes based on an Evaluation Criteria Guideline; and

**WHEREAS**, AngelTrax received the top average score of 98.95% and was identified unanimously by the reviewers as the most affordable quote; now therefore

### **THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with AngelTrax Mobile Video Surveillance of Newton, Alabama for the purchase and installation of equipment and an ongoing cellular data plan agreement for a surveillance camera system on the CAT fleet of vehicles. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 4, 2017, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 18, 2017 commencing at the hour of 7:30 p.m. in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on January 18, 2017 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson, Mayor

**ATTEST:**

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Kimberly Scheafer, MMC  
City Recorder

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and AngelTrax Mobile Video Surveillance (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands that any subcontractors are required to obtain a City of Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
  - A. City agrees to pay Contractor according to Quote ATXQ18879 dated December 21, 2016, for all items not crossed out. See Exhibit "A" attached hereto. Contractor agrees that \$48,996 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
1. Mutual written consent of the parties.
  2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
  3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
    - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
    - b. If Contractor fails to abide by the terms of this Agreement.
    - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to

comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
  - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
  - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
  - C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
  - D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this



Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
15. Federal Terms and Conditions. This project is funded in part with grant funds from the Federal transit Administration via contract with the Oregon Department of Transportations' Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "B" attached hereto. The Contractor agrees to comply with all applicable federal regulations.

CITY: Rick Robinson, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: AngelTrax Mobile Video Surveillance  
9540 US Highway 84 West  
Newton, AL 36352

**Please submit invoices to: Attn: Accounts Payable  
City of Canby  
PO Box 930  
Canby, OR 97013  
potterl@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

**CONTRACTOR: CITY OF CANBY**

By:

By:

Date:

Date:

**Subcontractors will be used \_\_\_\_Yes \_\_\_\_No (If Yes, please complete List of Subcontractors attached to this Agreement)**

Approved as to Form:

\_\_\_\_\_

Joseph Lindsay, City Attorney

11/6/15

**LIST OF SUBCONTRACTORS**

***As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.***

[illegible]

**The City hereby approves the above listed subcontractors.**

City of Canby

---

**Date**

# Exhibit A

Reliable Digital Mobile Video Surveillance Solutions



Thursday, December 15, 2016

Julie Wehling  
Transit Director  
Canby Area Transit  
195 Hazel Dell Way  
Suite C  
Canby , OR 97013

**Dear Julie Wehling:**

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at **334.692.4600** for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

**AngelTrax Mobile Video Surveillance**

ktolar@angeltrax.com  
334.692.4600  
334.692.4606 (F)



Search "AngelTrax" on [www.gsaadvantage.gov](http://www.gsaadvantage.gov)  
to see our products available for  
direct purchase without the bidding process.

# Exhibit A

QUOTE #:

ATXQ18879-01



ISSUE DATE.: 12/15/2016

EXPIRY DATE.: 12/19/2016

## PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
Canby Area Transit Julie Wehling  195 Hazel Dell Way Suite C Canby, OR 97013 USA  503-266-0751 wehlingj@ci.canby.or.us	Canby Area Transit Julie Wehling  195 Hazel Dell Way Suite C Canby, OR 97013 USA  503-266-0751 wehlingj@ci.canby.or.us

## PREPARED BY:




AngelTrax Mobile Video Surveillance








9540 US Highway 84 West  
Newton, AL 36352  
Cell: 334.692.4600

Corporate Office: 1.800.673.1788  
ktolar@angeltrax.com






## QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
35' Gillig Buses with 7 cameras	2	\$2,019.15	\$4,038.30
<p>AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)</p> <p><b>Hybrid Quest EDGE</b></p>  <p>Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder</p> <ul style="list-style-type: none"> <li>• TO INCLUDE HDDSM863ST</li> <li>• Patented Slide-Rail Component Technology</li> <li>• Built-in 800MHz LAN</li> <li>• Vandal Proof Lock Box</li> <li>• Panic Button</li> <li>• MJPEG/H4L Compression</li> </ul> <p><b>HDQ3600WPB</b></p>  <p>(3) HDQ3600WPB High-Definition Quality Camera</p> <ul style="list-style-type: none"> <li>• 800TVL - 3.6mm Lens</li> <li>• 73.7 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-Resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-Glare Polarized Glass Lens Cover</li> </ul> <p><b>HDQ2500</b></p>  <p>(2) HDQ2500 High-Definition Quality Camera</p> <ul style="list-style-type: none"> <li>• 800TVL - 2.5mm Lens</li> <li>• 81.2 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-glare Glass Lens Cover</li> </ul>	1		
	3		
	2		

# Exhibit A


QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	<b>HDQ3600WPR</b> (2) HDQ3600WPR High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 3.6mm Lens</li> <li>• 73.7 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-glare Polarized Glass Lens Cover</li> </ul>	2		
	<b>HDQBR100</b> Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).	1		
35' Champion Bus with 5 Cameras				
AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)		1	\$1,667.25	\$1,667.25
	<b>Hybrid Quest EDGE</b> Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder <ul style="list-style-type: none"> <li>• TO INCLUDE HDDSM863ST</li> <li>• Patented Slide-Rail Component Technology</li> <li>• Built-in 800MHz LAN</li> <li>• Vandal Proof Lock Box</li> <li>• Panic Button</li> <li>• MJPEG/H4L Compression</li> </ul>	1		
	<b>HDQ3600WPB</b> (3) HDQ3600WPB High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 3.6mm Lens</li> <li>• 73.7 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-Resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-Glare Polarized Glass Lens Cover</li> </ul>	3		
	<b>HDQ2500</b> HDQ2500 High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 2.5mm Lens</li> <li>• 81.2 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-glare Glass Lens Cover</li> </ul>	1		
				
	<b>HDQ3600WPR</b> HDQ3600WPR High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 3.6mm Lens</li> <li>• 73.7 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-glare Polarized Glass Lens Cover</li> </ul>	1		

# Exhibit A

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <b>HDQBR100</b> Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).	1		
Cut-Away Buses with 4 Cameras	9	\$1,491.30	\$13,421.70
AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	1		
 <b>Hybrid Quest EDGE</b> Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder <ul style="list-style-type: none"> <li>• TO INCLUDE HDDSM863ST</li> <li>• Patented Slide-Rail Component Technology</li> <li>• Built-in 800MHz LAN</li> <li>• Vandal Proof Lock Box</li> <li>• Panic Button</li> <li>• MJPEG/H4L Compression</li> </ul>	1		
 <b>HDQ3600WPB</b> (2) HDQ3600WPB High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 3.6mm Lens</li> <li>• 73.7 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-Resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-Glare Polarized Glass Lens Cover</li> </ul>	2		
 <b>HDQ2500</b> (2) HDQ2500 High-Definition Quality Camera <ul style="list-style-type: none"> <li>• 800TVL - 2.5mm Lens</li> <li>• 81.2 Degree Field of View and 90 Degree Adjustable Angle</li> <li>• Noise-gated Microphone and Smart Infrared</li> <li>• 49.5ft. Cable</li> <li>• Water-resistant/Vandal Proof Casing</li> <li>• Scratch Resistant, Anti-glare Glass Lens Cover</li> </ul>	2		
 <b>HDQBR100</b> Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).	1		
<b>CONTLABOR</b> Installation to be performed by AngelTrax Engineer.	12	\$675.00	\$8,100.00






# Exhibit A

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>CONTLABOR</b> Uninstallation of Current Systems	9	\$50.00	\$450.00
<b>BIDPRICING</b> RFQ - On-Board Video Cameras for Twelve (12) Transit Vehicles	1	\$0.00	\$0.00
<b>SHIPPING/HANDLING</b> Shipping and Handling Charges * Optional items are not included in the calculation.*	1	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$27,677.25</b>


QUOTED PRODUCTS - OPTIONAL ITEMS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>HDDSM863ST</b> 500GB Solid-State HDD with SATASDT Tray Samsung - Spares (Optional)	12	\$399.90	\$4,798.80
<b>HDDSM1TBST</b> 1TB Solid-State HDD with SATASDT Tray - SPARES (Optional)	12	\$629.90	\$7,558.80
<b>HDDSM1TBST-UPGRADE</b> 1TB Solid-State HDD Upgrade with SATASDT Tray **Recommended based on the hours of operations for the fleet** (Optional)	12	\$299.90	\$3,598.80
 <b>GDA-7012 KIT</b> GDA-7012 Onboard Backing Monitor Kit <ul style="list-style-type: none"> <li>7-Inch Monitor</li> <li>HDQ3600WPB Backing Camera</li> <li>A/V Input Adapter</li> <li>Remote Control (Optional)</li> </ul>	12	\$307.95	\$3,695.40



# Exhibit A

QUOTED PRODUCTS				
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
 <p><b>GPS-C1</b> Interior GPS Antenna that Enables Passive GPS (Optional)</p>	12	\$75.00	\$900.00	
<p>Wi-Fi Connectivity</p>				
 <p><b>AP ROUTER</b> Remote Access Point works in combination with the LAN wireless component to provide connectivity between the AngelTrax MDVR system and existing wireless network. (Optional)</p>	12	\$90.94	\$1,091.28	
 <p><b>MR66</b> MR66 Wi-Fi system is comprised of the items below:  <ul style="list-style-type: none"> <li>• Meraki MR66 Wireless Access Point</li> <li>• POE-INJ-3-US Meraki Power Injector</li> <li>• Two (2) ANT-10 Meraki Antennas (Total of 4 Antennas per Access Point)</li> </ul>           NOTE: The first year license is provided at no charge; however, the client will be responsible for all subsequent years' license fees. (Optional)         </p>	1	\$2,999.90	\$2,999.90	
<p>Cellular Connectivity</p>				
 <p><b>IBR650LP4</b> 3G/4G Cellular Modem            -Provides connectivity through cellular towers and mobile networks            -External module attached via RJ45 cable to the RJ45 port            -Includes POWL031 power cable            -Firmware available for future use with other carriers (Optional)         </p>	12	\$359.90	\$4,318.80	
<p><b>IVSVZ2</b> PROMO - AngelTrax/Verizon Monthly 5G Data ONLY Plan            PROMO PRICING \$358.80 per vehicle, annually and includes MotoTrax Live View, Live Tracking, Health Events and Event History.            Regular Pricing is \$840.00 per Vehicle, annually. (Optional)</p>	12	\$358.80	\$4,305.60	
 <p><b>MotoTrax-SETUP</b> MotoTrax Online Surveillance Management Software  <ul style="list-style-type: none"> <li>• Track Your Entire Fleet</li> <li>• Instant Event Notifications</li> <li>• View Live Camera Feeds</li> <li>• Simple, Logical User Interface</li> <li>• Create Custom Reports</li> <li>• Import/Export Data</li> </ul>           •(\$25.00 Initial Setup Fee per Vehicle)            (Optional)         </p>	12	\$25.00	\$300.00	

# Exhibit A

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
<b>MotoTrax-LV</b> MotoTrax Live View - PROMO • Stream Live Video From Your Fleet • Remote System Setup Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)		12	\$0.00	\$0.00
<b>MotoTrax-LT</b> MotoTrax Live Tracking - PROMO • Track Your Entire Fleet • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)		12	\$0.00	\$0.00
<b>MotoTrax-HE</b> MotoTrax Health Events - PROMO • Monitor Your Onboard DVR's System Health • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)		12	\$0.00	\$0.00
<b>MotoTrax-EH</b> MotoTrax Event History - PROMO • Monitor Driver Behavior and Vehicle Status • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)		12	\$0.00	\$0.00
Event Download Software				
 <b>MOTOLINX25</b> MotoLinX Automatic-Download Event Clip Manager Price per vehicle for 1-25 vehicles • Set up auto-download for your entire fleet • Automatically download event clips from 10 - 120 seconds • Create custom auto-download settings (Optional)		12	\$150.00	\$1,800.00
<b>MOTOLINX-SUPPORT100</b> MotoLinX Support Annual Fee • Annual license and support fee per server installation (Optional)		1	\$1,500.00	\$1,500.00
<b>CONTLABOR-Wireless</b> Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional. (Optional)		12	\$75.00	\$900.00

# Exhibit A

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
DELL (Optional)	1	\$3,900.00	\$3,900.00

Signed and endorsed by:

Printed Name

## CORPORATE & FREIGHT POLICIES

*This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing is subject to change.*

*Freight Policy: Items will be shipped common carrier, UPS or FedEx, ground delivery unless otherwise requested. No returns will be accepted after 30 days from invoice date. If a return is received within 30 days of the invoice date, a 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc.*

*The customer will be responsible for all applicable taxes.*

*Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.*

*License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.*

# Acknowledgment of Federal Terms and Conditions

## Onboard Video Equipment Purchase and Installation for Transit Fleet

Federal Terms and Conditions. This purchase is funded in part with grant funds from the Federal Transit Administration via contract with the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Attachment "A" attached hereto.

\_\_\_\_\_ agrees to comply with all applicable federal regulations.

*Company Name*

By signing below I acknowledge the receipt of Attachment "A" detailing the required federal terms and conditions and agree to comply with all applicable federal terms and conditions.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name of Company Representative*

\_\_\_\_\_  
*Date*

**Please complete this page and return to the City of Canby.**

Email to: [wehlingj@canbyoregon.gov](mailto:wehlingj@canbyoregon.gov)

Mail to: Canby Area Transit  
PO Box 930  
Canby, OR 97013

Fax to: 503.263.6284

# Exhibit B

## **Attachment A: Federal Transit Administration Required Terms and Conditions**

### **No Obligation by the Federal Government**

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

### **Program Fraud and False or Fraudulent Statements or Related Acts**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two 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.

# Exhibit B

## Access to Records and Reports

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

# Exhibit B

## Federal Changes

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

## Termination

1. **Termination for Convenience (General Provision).** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
2. **Termination for Default [Breach or Cause] (General Provision).** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

4. **Waiver of Remedies for any Breach.** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. **Termination for Convenience (Professional or Transit Service Contracts).** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's

## Exhibit B

interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

7. **Termination for Default (Transportation Services).** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

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

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:



## Exhibit B

acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

- b. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

10. **Termination for Convenience or Default (Architect and Engineering).** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

11. **Termination for Convenience or Default (Cost-Type Contracts).** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## Civil Rights

The following requirements apply to the underlying contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 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, 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, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

*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. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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 the 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, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. *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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## Exhibit B

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

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.

### **Disadvantaged Business Enterprise**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall, race-neutral goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

### **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **Suspension and 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 and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in

## Exhibit B

addition to remedies available to {insert agency name}, 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.

### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.