

ORDINANCE NO. 1460

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MV TRANSPORTATION, INC OF DALLAS, TEXAS FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) heretofore issued Request for Proposal (RFP) CAT2017 on March 27, 2017 requesting proposals from qualified companies for Canby Area Transit Operations; and

WHEREAS, the City of Canby received proposals from eight (8) potential companies as follows on or before 4:00 PM on April 28, 2017:

Company Name:

EcoShuttle
First Transit, Inc.
Laurels Medical Services DBA Chariot
MedStar Transportation
MTR Western
MV Transportation, Inc.
Paratransit Services
Ride-Right

WHEREAS, following an interview process, a four (4) member Selection Committee individually scored the proposals and met on May 4, 2017, to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

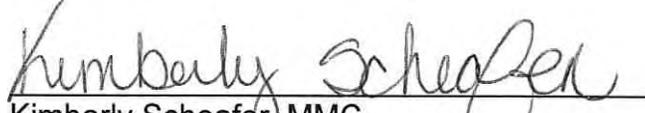
WHEREAS, MV Transportation, Inc. received the top score of 87.5% and was identified unanimously by the Selection Committee as the most able, experienced and best value proposer.

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 MV Transportation, Inc. of Dallas, Texas to provide transit operations for the City's Transit System. A copy of said contract, dated June 7, 2017, is attached hereto as Exhibit "A" and by this reference incorporated herein.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to implement this ordinance in order to be able to provide its transit service to local citizens without further delay, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 17, 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, June 7, 2017 commencing at the hour of 7:30 PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.



Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on June 7, 2017, by the following vote:

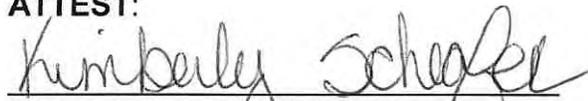
YEAS 6

NAYS 0



Brian Hodson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

Transit Services Contract
No: CAT2017

THIS CONTRACT made and entered into, in duplicate, this 7th day of June 2017 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called "City," and MV Transportation, Inc., with headquarters located in Dallas, Texas hereinafter called "Contractor" for the following project and amount as set forth below.

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services for the City of Canby and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal (RFP) dated March 27, 2017 to provide such services, and Contractor submitted its Proposal dated April 26, 2017 in response thereto. Following an evaluation by the City and its selection committee, Contractor was selected to be the most efficient and reliable service provider among the field of qualified competitors; and

WHEREAS, the Parties now wish to enter into this Transit Contract Agreement to memorialize their agreement,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Contractor will provide services as specified to operate Canby Area Transit service as described in the Request for Proposal and listed attachments beginning July 3, 2017 through June 30, 2020, with two (2) three-year options to renew in succeeding years. The Parties acknowledge and agree that a decision to renew is completely within the discretion of the City. Options to be added by amendments in future years should the City choose to renew the agreement for succeeding years(s).

Attachments on file and FTA Requirements made part of this contract:

RFP CAT2017 - Which includes Federal Transit Administration Requirements (Section 4)

Attachment A (dated May 9, 2017)

Attachment B through G (dated April 26, 2017)

Contractor response to RFP CAT2017 (dated April 26, 2017)

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor. Unless specifically noted in writing between the Parties, Contractor and City will follow all Terms and Conditions as outlined in the RFP dated March 27, 2017 and Contractor's Proposal dated April 26, 2017.

Notwithstanding Section 2.2 of the RFP regarding the prohibition on hiring any applicant with any prior felony convictions, the parties acknowledge and agree that Contractor will make individualized assessments of applicants with criminal histories in accordance with federal law and U.S. Equal Employment Opportunity Commission guidance.

Compensation Amount as of Date of Award:

Compensation is based on the following Vehicle Revenue Hour (VRH) rate:

Year 1 (7/3/17 – 6/30/18)	\$871,286.04 (14,478 VRH - @ \$60.18 per VRH)
Year 2 (7/1/18 – 6/30/19)	\$886,198.38 (14,478 VRH - @ \$61.21 per VRH)
Year 3 (7/1/19 – 6/30/20)	\$910,376.64 (14,478 VRH - @ \$62.88 per VRH)

During Year 1 (7/3/17 – 6/30/18) a shift of VRH from Demand Response to Fixed-Route service is expected. At the end of Year 1, if the annual number of vehicle revenue hours do not meet or exceed 14,478 the Contractor may request a supplemental payment for the difference between 14,478 and the actual number of vehicle revenue hours provided. Year 2 and Year 3 are not eligible for this one time supplemental payment.

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

GENERAL CONDITIONS

CONTRACTOR IDENTIFICATION AND BUSINESS LICENSE: Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service. Contractor understands it is required to obtain an annual City of Canby business license for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.

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 Contract 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 applicable OSHA regulations and requirements.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term of the Contract.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW AND VENUE: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract. The laws of the State of Oregon shall govern the interpretation of any provisions of this contract. Venue shall be in the Clackamas County Circuit Court.

LEGAL EXPENSES: In the event legal action is brought by the 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 attorney fees, costs and expenses as may be set by the court both at trial and all appeals therefrom.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS: Amendment or changes to this Contract shall be in writing and will become a part of this Contract when agreed upon by both parties and signed by the Authorized Officials.

CHANGES IN SCOPE:

a. The City may, at any time, request changes within the general scope of this Contract. If any such requested change would result in an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Contract, or would result in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual vehicle revenue hours stated in the RFP, the parties may negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly.

b. In the event of an unanticipated increase or decrease of seven and one-half percent (7.5%) or more to the Contractor's estimated annual vehicle revenue hours stated in the RFP, either party may request to renegotiate the rate. The parties will negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly.

c. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating costs by three percent (3%), to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the City and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

INSURANCE:

The contractor will procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but not limited to, and will include as an Additional Insured, the City of Canby, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.

Other additionally insured Certificates will be required, i.e., Oregon Department of Transportation, Federal Transit Administration, TriMet, etc.

LIMITS: Comprehensive General Liability Insurance with a minimum per occurrence limit of \$1,000,000.00 and an aggregate limit of \$2,000,000.00. The insurance coverage will include, but not be limited to, Premises and Operations, Products and Completed Operations, Personal and Advertising Injury Liability and Contractual Liability, which will apply to the indemnity provisions contained in the Contract. Insurance Policy and Insurance Company subject to approval by City.

The City and Contractor agree that each will have auto liability insurance to be structured in the following way: The City will be responsible for primary auto liability coverage for all City-owned Transit vehicles up to the current Oregon Tort Claim caps. The coverage is provided through City County Insurance Services (CIS) and will only cover auto liability up to the cap limits. Within these limits, CIS will handle and defend City and Contractor in all claims involving City-owned Transit vehicles up to the cap limit. For this coverage, the City will indemnify Contractor as well as name Contractor as an additional insured. The coverage will account for the annual increase in cap limits in the State of Oregon. Contractor will provide secondary (Excess) auto liability coverage above the Oregon Tort Claim caps up to five million dollars (\$5,000,000) per occurrence. For this secondary coverage above the cap limits and up to five million dollars (\$5,000,000), Contractor will indemnify City as well as name City as additional insured.

The Contractor will procure and maintain Workers' Compensation coverage and Employers Liability coverage in accordance with the laws of the State of Oregon. Minimum coverage limit for Employers Liability will be \$1,000,000.00. Contractor will also provide City with evidence of insurance for any and all sub-contractors that Contractor may employ regarding the Contract.

The contractor will provide the City with updated Certificates of Insurance evidencing the required coverages. Certificates of Insurance will provide the following: Minimum thirty (30) days written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits to the City. Contractor's insurance carrier(s) will be liable for the full amount of any loss or claim for which the Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of the City. The insurance policies will be written by an Insurance Company or Companies

authorized to conduct business in the State of Oregon and acceptable to City. All insurance carriers will carry a Best Rating of "A" or better. Any liability arising on behalf of Contractor with regard to this Contract is not limited by the insurance requirements listed herewith.

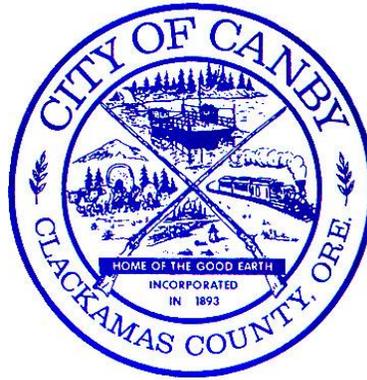
INDEMNIFICATION:

a. Excluding all automobile liability and vehicle physical damage liabilities, damages, demands, judgments, awards, losses, costs, expenses, suits and actions (collectively referred to as "claims"), and all claims involving injury or death, or damages to person or property arising and resulting from the negligent acts, errors, or omissions of the City, its officers, employees, agents, or consultants, Contractor shall, to the extent permitted by law, protect, indemnify, and save the City and its officers, employees, and agents, hold harmless from and against any and all claims, including reasonable expenses, costs, and attorneys fees incurred by the City and its officers, employees and agents in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property, arising or resulting from the negligent acts, errors, or omissions of the Contractor, including the negligent acts, errors, or omissions of its officers, employees, servants, agents, subcontractors, and suppliers.

b. The City will, to the extent permitted by law, protect, indemnify, and save the Contractor and its officers, employees, and agents, harmless from and against any and all automobile liability claims and vehicle physical damages claims, and any and all claims arising or resulting from the negligent acts, errors, or omissions of the City, including the negligent acts, errors, or omissions of its officers, employees, servants, agents, subcontractors, and suppliers, including reasonable expenses, costs, and attorneys fees incurred by the Contractor and its officers, employees and agents in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property, arising or resulting from operation and use of City-owned vehicles or Contractor's other performance of the Contract.

FORCE MAJEURE: Contractor will be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to, any incidence of fire, flood, or severe weather; strike, labor dispute, labor work stoppages; acts of God, acts of the government, war or civil disorder, violence or the threat thereof, severe traffic congestion, commandeering of material, products, and plants or facilities by the government, and fuel shortages. Contractor agrees not to charge City for revenue hours not performed due to force majeure.

REQUEST FOR PROPOSALS (RFP)



CITY OF CANBY, OREGON

Canby Area Transit (CAT)

222 NE 2nd Avenue

PO Box 930

Canby, OR 97013

503.266.4021, Fax 503.266.7961

RFP No: CAT2017

Issuance Date: March 27, 2017

Project: Canby Area Transit (CAT) Operations

PROPOSALS DUE: April 28, 2017 NOT LATER THAN 4:00 PM

LATE PROPOSALS WILL NOT BE ACCEPTED

An optional pre-proposal meeting will be held on **April 14, 2017** at **3:00 PM** in the Canby City Council Chambers 222 NE 2nd Avenue, Canby, Oregon 97013. The meeting is designed to allow Proposers an opportunity to ask questions about the selection process. Following the meeting a tour of the program site will be offered. The tour will start at the CAT office 195 S Hazel Dell Way, Suite C in Canby following the pre-proposal meeting.

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SECTION 1 Purpose, Background and Service Description

1.1 Purpose:

The City of Canby requests proposals from qualified private firms for the daily operation of Canby Area Transit (CAT). Only qualified firms with a minimum of five (5) years of verifiable experience in providing similar services will be considered. The selected Contractor will use equipment owned by the City of Canby and will store said vehicles in a City owned facility or as otherwise designated and approved by the City.

Requested services include:

- Operation of the Route 99 (a combination fixed and commuter route)
- Operation of all Dial-A-Ride programs (demand response services)
- Call center activities (phones, trip requests, trip scheduling, dispatching, etc.)

All services must meet the requirements of the Americans with Disabilities Act (ADA) of 1990 and its amendments. The Contractor must also meet any new requirements that are added during the period of this Contract. It shall be the full responsibility of the Contractor to monitor all Federal, State, County and City laws involving Transit Service and make the necessary changes should these laws change during the term of this Contract. See Section 4.

Canby Area Transit currently charges a \$1 fare for all services except a demand responsive Shopping Shuttle which is provided free of charge. This is subject to change at the discretion of the City.

1.2 Background:

The City of Canby has provided Public Transit Services through a contractor since its inception on September 1, 2002. The current services are the CAT Route 99 and the CAT Dial-A-Ride services. Route 99 provides commuter service between Canby and Oregon City as well as between Canby and Woodburn. Within Canby, the Route 99 is designated as a fixed-route and outside the City of Canby the Route 99 is designated as a commuter route. Complimentary Paratransit service, as required by the Americans with Disabilities Act (ADA), and a Paratransit styled service to and from destinations inside the Oregon City city limits is offered for eligible qualified customers. As space is available a General Public Dial-A-Ride service is provided within the Canby Urban Growth Boundary (CUGB) on a first come first served basis to anyone traveling within Canby. Occasional special event service is also offered.

1.3 Service Description:

Existing Fixed-Route, Commuter and Demand Response services are described below. The City of Canby reserves the right to change or alter the services proposed; redesign schedules and/or routes; and change days and hours of operation as it deems necessary.

The City is in the midst of updating its Transit Master Plan. The final adoption of the plan will not happen in time for this procurement process. Although the final outcomes of the planning process won't be known until after a service provider has been selected it is reasonable to expect a Route 99 schedule adjustment. The planning process is based on a flat budget with no change to the total number of vehicle revenue hours provided but it is possible that vehicle revenue hours may be shifted between service types (Fixed Route and Demand Response). Other changes may be made based on choices identified during the public outreach process. The City has no desire to reduce the number of vehicle revenue hours provided under this contract although the outcome of this procurement will directly impact how much service the City can afford to provide.

Fixed Route – Commuter Service CAT operates the Route 99 which is a combination commuter/fixed-route service for a total of 30 revenue hours per day of service. This is subject to change by CAT during the life of this contract. A copy of the schedule can be found online at: www.canbyareatransit.org. See the route map on page 50.

THE CONTRACTOR WILL: provide up to, but not limited to, a minimum of 30 hours per day of weekday fixed route and commuter transit service.

THE CONTRACTOR WILL: provide dispatcher and/or supervisory support during all CAT service hours.

During fiscal year July 1, 2017 – June 30, 2018, the transit service will have 254 weekdays of operation (or 7,620 annual vehicle revenue hours) on its fixed route services.

Service hours for the Route 99 are currently between 5:05 AM and 8:40 PM Monday thru Friday.

Demand Response Service CAT provides demand response service to two consumer groups: Paratransit Dial-A-Ride services to qualified individuals and General Public Dial-A-Ride services to all registered individuals traveling within the service area. See Canby Area Transit – Services (Attachment I) on page 48 and the Service Area Map (page 51) for more information.

Paratransit Dial-A-Ride Service – is CAT's primary demand response service. It operates within the CAT service area which is approximately the Canby Urban Growth

Boundary (CUGB) for any trip purpose. Additionally, CAT provides a premium service to destinations within the Oregon City city limits for specific trip purposes (medical, employment, education, social services and legal services). Both of these services are provided only to individuals who qualify based on their mobility as determined by the City in accordance with the Americans with Disabilities Act (ADA). Service hours for the Paratransit Dial-A-Ride are currently between 6:00 AM and 8:00 PM Monday thru Friday.

General Public Dial-A-Ride Service – as space allows registered members of the general public (anyone traveling within Canby) may request Dial-A-Ride trips within the CUGB. As space is available on the Paratransit Dial-A-Ride Service these rides are provided on a first come first served basis. Registration is open to anyone. Service hours for the General Public Dial-A-Ride are currently between 8:00 AM and 6:00 PM Monday thru Friday.

Shopping Shuttle – this service is provided twice daily (a morning and afternoon shuttle) as a bonus Dial-A-Ride service available to both General Public and Paratransit users. Ride reservations are made in advance. Riders select which of the Canby shopping areas they will travel to when they make their reservation. Because this facilitates the grouping of shopping trips this service is provided to the riders free of charge.

THE CONTRACTOR WILL: provide door-to-door service for each of the Demand Response Services listed above. The services will be provided within the service area and as appropriate to specific destinations within the Oregon City city limits.

THE CITY WILL: qualify Paratransit Customers and once approved add the ADA qualification status to the customer record the database. ADA qualification is accomplished through a written application and interview process facilitated by the City.

THE CONTRACTOR WILL: assure that the parameters of each demand response service is followed.

THE CITY WILL: provide program guidance and produce customer information such as rider guides and customer schedules.

THE CONTRACTOR WILL: provide approximately 27 hours per day of weekday Dial-A-Ride (Demand Response) transit service.

During fiscal year July 1, 2017 – June 30, 2018, the transit service will have 254 weekdays of operation. We estimate approximately 6,858 annual vehicle revenue hours on the City's Demand Response services.

The level of Demand Response service can only be approximated based on past history. During a recent 8 month period (July 1, 2016 – February 28, 2017) the service

averaged 27.2 vehicle revenue hours per day. During the period January 1, 2016 to December 30, 2016 the service averaged 29.54 vehicle revenue hours per day.

Special Event Shuttle Service CAT occasionally provides community shuttles as a part of its service.

THE CONTRACTOR WILL: provide special event shuttle service occasionally upon request. This service will normally require at least one driver for either evenings or days within the City of Canby.

THE CITY WILL: give at least seven (7) days advance notice for shuttle service requests.

Call Taking, Ride Requests, Scheduling and Dispatch Ride request intake and scheduling for the Demand Response Service along with all dispatch activities will be provided under this contract. Office hours for ride requests are Monday through Friday between 8:00 am and 5:00 pm. After hours ride requests are taken in accordance with the Americans with Disabilities Act (ADA) via a voicemail system which allows requests to be made after hours or on weekends for Monday ride requests (or as needed on holidays).

THE CONTRACTOR WILL: provide ride call taking, reservation scheduling and dispatch for all demand responsive services. This will be in accordance with current program guidelines and all ADA requirements.

THE CONTRACTOR WILL: answer calls received during office hours promptly and professionally providing information about all CAT services and referral information for other questions such as how to get to a destination outside of the CAT service area, questions about the transit payroll tax, or other questions about City of Canby.

THE CONTRACTOR WILL: assure all managers and dispatchers are trained in CAT service parameters, ride reservation, ride scheduling and in the following: the Spanish translation line, the interpretation service, accepting credit card payments, the operation of the phone system (transferring/conferencing/voicemail), pass sales, fare collection, reporting and general operation of the dispatch office.

THE CONTRACTOR WILL: provide and maintain detailed documentation of scheduling and dispatching methodologies. Documenting processes for call taking, ride reservation, scheduling, dispatching, record keeping, fare collection, pass sales, accidents, emergencies and all dispatcher duties and procedures.

THE CITY WILL: provide Easy Rides 3.3.12.43 by Mobiltat scheduling software for trip reservations, customer records, scheduling, dispatching, and record keeping.

THE CONTRACTOR WILL: specify software experience if not with Easy Rides 3.3.

THE CITY AND CONTRACTOR WILL: work together to develop methodologies for successful ride bundling to improve service efficiency and increase the average rides per hour on the Demand Response services with a goal of reaching least 3.1 rides per hour.

1.4 Service Transition:

THE CONTRACTOR WILL: facilitate an efficient transition of service, which will entail working cooperatively with the City and the outgoing contractor at the beginning of the contract period and, similarly, with City and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor will ensure that at all times during the term of this contract: vehicle operators and other personnel needed are employed and fully trained (including full understanding of the services to be provided).

SECTION 2 General Conditions and Requirements

General conditions and the City and Contractor responsibilities and requirements are detailed in this section.

2.1 Equipment and Facilities:

THE CITY OF CANBY WILL: provide the contractor with all vehicles. The fleet currently consists of three 35-foot coaches (35 passenger); four 22-26 foot cutaway minibuses (17-21 passenger); five 23-26 foot low-floor cutaway minibuses (16-20 passenger); one modified minivan (3-5 passenger); two sedans (3 passenger). All except sedans are either lift or ramp equipped and meet ADA requirements. This fleet may be modified at any time by the City. See the Vehicle Fleet list (page 49) for more information.

THE CITY WILL: provide all vehicles as needed for the required service. The vehicles provided will be sufficient to provide the services.

City and Contractor agree that vehicles will be delivered to Contractor in good condition with each vehicle meeting or exceeding all safety standards. The Contractor will notify the City immediately if, at any time, the vehicles are not in said condition. A complete report will be developed of any mechanical or other problems noted on a vehicle. The City will ensure that vehicles conform to all legal requirements for Transit Service vehicles.

The use of non-City owned vehicles will be avoided and only used as approved by City.

THE CITY WILL: obtain registrations and vehicle licenses for all City owned vehicles.

THE CITY WILL PROVIDE: all vehicle maintenance and repairs at either the City shops or a designated, qualified vendor. The Contractor will work with the City to schedule routine maintenance.

It is the City's responsibility to have all physical damage to vehicles, regardless of cause, repaired in a high quality manner as soon as possible.

THE CONTRACTOR WILL: report vehicle damage to the Fleet Department and the Transit Director immediately. When necessary, contractor will provide a driver to pick up or deliver vehicle to the Fleet Department, Dealer or Warranty Agent.

THE CONTRACTOR WILL: be responsible for:

- At least daily cleaning of the inside of the vehicles which will include: sweeping; spill and smudge clean-up; wiping of handrails; and trash or lost item removal.
- As soon as possible cleaning of all spills that may cause a slip hazard or blood borne pathogen hazard.
- As needed cleaning of windows, mirrors and exterior lights for safe vehicle operation.
- At least biweekly, a thorough detailed cleaning of the inside of the bus which includes at least: washing floors, walls, windows, ceiling, and all washable surfaces.
- At least biweekly, a thorough cleaning of the exterior of the bus.

Contractor will ensure the vehicles are in good condition and are fully equipped with all required safety supplies. The City expects the vehicles to be a source of City pride.

THE CONTRACTOR WILL: keep and maintain a bus washing log that details the time and date of the biweekly cleanings of both interior and exterior of each bus.

THE CITY WILL: periodically, inspect the bus cleaning log and spot check vehicles for cleanliness.

THE CONTRACTOR WILL: conduct required pre and post vehicle inspections and complete the Daily Vehicle Inspection form approved by the City. These forms will be submitted according to current City procedure. The Contractor will promptly report any problems to the City and will not put any vehicle on the road unless it meets agreed safety standards.

THE CONTRACTOR WILL: equip all vehicles with emergency equipment as required for transit vehicles and as defined in consultation with the City. This equipment includes but is not limited to first aid kit, blood borne pathogens kit, cleaning supplies, ice scraper and flashlight.

THE CITY WILL: equip all vehicles with fire extinguishers and an emergency triangle. All fire extinguishers will be serviced by the City on a routine basis or as required.

THE CITY WILL: provide surveillance cameras on the buses and at the transit station.

THE CITY WILL: provide vehicle storage at City facilities or as otherwise specified within the City limits. Currently, vehicles are stored in the Transit bus yard.

THE CITY IS RESPONSIBLE: for vehicle markings and paint color and no changes will be made without specific City consent.

THE CITY WILL: provide all fuel and fuel purchasing cards for transit vehicles at a location specified by the City. All vehicles provided to Contractor by City are to be used exclusively for the provision of this service. Personal usage and/or use for any other purpose is prohibited.

THE CITY WILL: provide office space for day-to-day operations and will include not less than one supervisory office, a large common reception/dispatch area, access to shared conference rooms, a minimum of 5 telephone lines and all other necessary utilities, desks and other furniture, two-way radios, base station, personnel break room, personnel lockers and restroom.

ADD CONTRACTOR WILL: provide any specialized equipment for their employees.

THE CITY WILL: provide maintenance, janitorial service and garbage removal for these facilities.

THE CITY WILL: provide computers hardware and software; for up to four (5) computer workstations with dual monitors and access to the internet, two network printers and a fax machine. This equipment will be available for reporting, recordkeeping, scheduling, dispatching and all administrative activities for CAT. Software will include, at a minimum, Easy Rides 3.3 by Mobiltat and Microsoft Office.

Currently, all Dial-A-Ride customer information is maintained in Easy Rides and the software program is used for scheduling and dispatching Dial-A-Ride (Paratransit) rides. Mileage for the commuter and fixed route system is also tracked in Easy Rides. Other data is maintained in either Microsoft Word or Excel spreadsheets.

THE CITY WILL: provide maintenance, backup and management of the computer hardware and software.

2.2 Standards and Service Requirements:

THE CONTRACTOR WILL: work closely with and under the authority of the Transit Director.

THE CONTRACTOR WILL: maintain records for commuter routes, fixed routes, Paratransit, demand response (Dial-A-Ride) and provide regular and periodic service reports as established by the City. Records and reports include, but are not limited to: ridership, service hours and mileage by service type and route; ridership by category (senior, disabled, general public and youth); service mileage by vehicle and by service provided; on time performance; fare collection; pass sales; customer complaints; and other service reports as may be requested.

CONTRACTOR WILL: collect fares and sell bus passes. In the dispatch office bus passes will be sold for cash, check or charge. On the buses fares will be collected and passes will be sold for exact change in cash only.

CONTRACTOR WILL: reconcile fare collection and pass sales and report monthly. Cash fares and pass sales will be deposited by the contractor into the contractor's account. The amount of these deposits will be credited to the contractor as payment and itemized on the contractor's monthly invoice. Check payments for passes will be forwarded to the City for deposit via interoffice mail. Credit or Debit card payments for passes will be made through the City's account with Xpress Bill Pay.

THE CITY WILL: audit fare collection, cash deposit records and pass sales periodically.

THE CITY WILL: purchase passes, transfer tokens and complementary tokens. The passes will be numbered individually.

CITY and CONTRACTOR WILL: transfer passes from the City to the Contractor for future sales or transfer unsold (expired) passes from the Contractor to the City for disposal. The passes will be reconciled by number and both the City and Contractor will sign to verify the number of passes transferred.

CONTRACTOR WILL: provide a minimum of 95% of Dial-A-Ride (Paratransit) trips "on-time". A trip will be considered "on-time" if it falls within a window of + or – ten (10) minutes deviation from the scheduled pick-up and drop-off times. Fixed route or commuter service will be considered "on-time" if within a window of + or – minus five (5) minutes. Contractor will monitor fixed route and commuter service for "on-time" performance and assure buses do not leave posted stop points before the time posted on the published schedules.

THE CONTRACTOR WILL: calculate vehicle revenue hours as follows:

Demand Response - Vehicle Revenue Hour a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle revenue hours. For breaks or lunches, vehicle revenue hours shall stop when the vehicle is released to go on break or lunch and resume when the vehicle arrives on-time at the first pick-up location following the break or lunch. Vehicle revenue hours are also known as “revenue vehicle hours”, “vehicle service hours”, “revenue hours” [This definition is intended to be identical to that required in NTD reporting.]

Vehicle Revenue hours exclude any slack time of 30 minutes or more. Slack time is defined as periods between trips in operator manifest that do not have any scheduled trips.

“Call back” trips are allowed when the appointment end time of the rider is not known. When slack time of more than 30 minutes happens because of a “call back” trip revenue hours for one operator to stand by may be included as revenue hours.

Fixed and Commuter Route - Vehicle Revenue Hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for both services, shall exclude any pre/post trip hours, fueling, driver training, vehicle inspections, meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

THE CONTRACTOR WILL: be responsible for driver, dispatcher, supervisor hiring, orientation and on-going training, supervision and evaluation. The Contractor will conduct both a criminal and a driver history background check before hiring employees. The City will work with the Contractor to develop minimum standards for acceptable driver background and history. The City reserves the right to disapprove of any employee of Contractor that will provide service to the City.

THE CONTRACTOR WILL: as is reasonable, retain current CAT employees now operating with the current Contractor giving the present workers first opportunities for employment.

THE CONTRACTOR WILL: ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

THE CONTRACTOR WILL: ensure that all Contractor employees operating vehicles for the City of Canby will possess a current Oregon class B - Commercial Drivers License with both airbrake and passenger endorsements.

THE CONTRACTOR WILL: provide driver and dispatcher training in at least the following areas:

1. Defensive Driving including Emergency Situations
2. Passenger Safety
3. Blood Borne Pathogens
4. Safety Equipment
5. Cellular Phones and two-way radio equipment
6. Accident Procedures
7. Customer Service
8. Passenger Behavior Challenges
9. Passenger Sensitivity
10. Compliant Drug and Alcohol program requirements
11. Americans with Disabilities Act (ADA)
12. Wheelchair Passenger Securement
13. Vehicle Orientation for each bus type used in service which includes: proper use and handling of vehicle passenger lifts or ramps and other equipment.

THE CONTRACTOR WILL: provide an outline of their training curriculums with the amount of time committed to each of the training topics with their proposal. The City reserves the right to request additional training in any area it deems necessary.

THE CONTRACTOR WILL: conduct at a minimum, annual evaluations that will include updated criminal and driver history checks. The Contractor will consult with the City regarding any input the City may have received from customers in developing evaluations.

THE CONTRACTOR WILL: ensure that all drivers meet the following minimum criteria to participate in this program:

1. No more than two (2) moving violations in any one year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).

2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
3. If license has ever been revoked, must have ten (10) subsequent years with no violations.
4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
5. Contractor will require drivers to inform his/her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.

THE CITY reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the City.

THE CITY and CONTRACTOR WILL: collect complaints, compliments and other comments about the service. Respond promptly to all complaints (preferably within 24 hours) and establish policies that complement and comply with the City's processes and procedures. The City and Contractor, in the spirit of cooperation, will share this information on a regular basis.

THE CONTRACTOR WILL: under the direction of the City's Transit Director, interact at least monthly with private for-profit and non-profit community agencies and local governing bodies to promote interest in the City's Transit Services. These contacts will include, but not be limited to: speaking engagements, attendance at various transportation committee meetings, public service announcements and press releases.

THE CONTRACTOR WILL: provide uniforms for all dispatchers, operators and field personnel, as approved by the City, with an embroidered or printed image of the CAT logo. These may include both summer and winter uniforms.

THE CONTRACTOR WILL: provide picture ID cards for employees and require employees to wear the ID card when transporting customers.

THE CONTRACTOR WILL: comply with the Public Transit Employee Protections regulations 49 U.S.C. 5333(b) (also known as Section 13(c) of the Federal Transit Act) by honoring the existing Collective Bargaining Agreement (CBA) between the subcontractor employees and Amalgamated Transit Union (ATU) or compliance with all Public Transit Employee Protections regulations. The City is a Federal Transit Association (FTA) funding recipient (5310, 5311, 5309, and 5305).

The following summarizes the current starting wages and benefits.

Operations Supervisor	\$65,000 - \$75,000 (annual)
Field Supervisor	\$17.50 (per hour)

Bus Operator

Trainee	\$15.00 (per hour)
6 months	\$15.00
1 year	\$15.50
2 years	\$17.25
3 years	\$18.00
4 years	\$19.25
5 years	\$20.25

Dispatcher

Trainee	\$15.00 (per hour)
6 months	\$15.00
1 year	\$15.50
2 years	\$17.25
3 years	\$18.00
4 years	\$19.25
5 years	\$21.25

After 5 years bus operators and dispatchers receive \$.40 per hour on their anniversary date and after 10 years they receive an additional \$.40 per hour on their anniversary date. Several employees have been with CAT since its inception.

Employees also receive:

Insurance benefits (medical, dental and vision)

Retirement benefits

Vacation and sick leave

For more detailed information about the CBA and current employee wages and benefits contact John Hunt at Amalgamated Transit Union (ATU) 503.780.2263 or vpresident@ATU757.org.

THE CONTRACTOR WILL: notify the City Transit Director (or designee) immediately if any accident or incident has potential media involvement, requires a vehicle to be towed from the scene, requires anyone to be transported from the scene via ambulance, or if the accident results in an injury or fatality.

THE CONTRACTOR WILL: notify proper law enforcement officers and the City Transit Director of any vehicle accident, missing, vandalized or stolen vehicles or equipment incidents involving the vehicle and any operations that might result in a claim within twenty-four (24) hours of discovery. All incident reports will include date, time and employee narrative along with the name, address, and phone contact of all parties

involved. The Contractor will also work with law enforcement officers in any unlawful activity that occurs within the vehicle or as noted in other areas of operation.

THE CONTRACTOR WILL: provide the City Transit Director (or designee) an informal report of any accident or incident within 24 hours. Copies of completed accident reports will be provided within seven (7) days after an accident or incident.

2.3 Additional Requirements:

THE CONTRACTOR WILL: procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but not limited to, and will include as an Additional Insured, the City of Canby, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.

Other additionally insured Certificates will be required, i.e., Oregon Department of Transportation, Federal Transit Administration, TriMet, etc.

LIMITS: Comprehensive General Liability Insurance with a minimum per occurrence limit of \$1,000,000.00 and an aggregate limit of \$2,000,000.00. The insurance coverage will include, but not be limited to, Premises and Operations, Products and Completed Operations, Personal and Advertising Injury Liability and Contractual Liability, which will apply to the indemnity provisions contained in the Contract. Insurance Policy and Insurance Company subject to approval by City.

CITY AND CONTRACTOR AGREE: that each will have auto liability insurance to be structured in the following way: The CITY will be responsible for primary auto liability coverage for all CITY-owned Transit vehicles up to the current Oregon Tort Claim caps. The coverage is provided through City County Insurance Services (CIS) and will only cover auto liability up to the cap limits. Within these limits, CIS will handle and defend CITY and CONTRACTOR in all claims involving CITY-owned Transit vehicles up to the cap limit. For this coverage, the CITY will indemnify CONTRACTOR as well as name CONTRACTOR as an additional insured. The coverage will account for the annual increase in cap limits in the State of Oregon. CONTRACTOR will provide secondary (Excess) auto liability coverage above the Oregon Tort Claim caps up to five million dollars (\$5,000,000) per occurrence. For this secondary coverage above the cap limits and up to five million dollars (\$5,000,000), CONTRACTOR will indemnify CITY as well as name CITY as additional insured.

THE CONTRACTOR WILL: procure and maintain Workers' Compensation coverage and Employers Liability coverage in accordance with the laws of the State of Oregon. Minimum coverage limit for Employers Liability will be \$1,000,000.00. Contractor will

also provide City with evidence of insurance for any and all sub-contractors that Contractor may employ regarding the Contract.

THE CONTRACTOR WILL: provide the City with updated Certificates of Insurance evidencing the required coverages. Certificates of Insurance will provide the following:

Minimum thirty (30) days written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits to the City. Contractor's insurance carrier(s) will be liable for the full amount of any loss or claim for which the Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of the City. The insurance policies will be written by an Insurance Company or Companies authorized to conduct business in the State of Oregon and acceptable to City. All insurance carriers will carry a Best Rating of "A" or better. Any liability arising on behalf of Contractor with regard to this Contract is not limited by the insurance requirements listed herewith.

THE CONTRACTOR WILL: obtain permission from the City for the use of any sub-contractor that will be used in conjunction with this Contract.

This Contract shall not be sublet except with written consent of the City. No such consent shall be construed as making City a party to such subcontract, nor subjecting City to liability of any kind of to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under this Contract, and all transactions with the City must be through Contractor.

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities under this Contract without prior written approval of City.

No custom material produced in whole or in part under this Contract shall be subject to copyright or patent in the United States or in any country. City and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Contract.

THE CONTRACTOR WILL: ensure that any and all information regarding any individual person served by the City is strictly confidential. Information may not be released to any party in any form without the authorization of the individual and/or City.

THE CONTRACTOR WILL: ensure that practices, materials, supplies and equipment comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

THE CONTRACTOR WILL: comply with all Federal, State and local licensing and/or regulatory requirements (including permits – OSHA, DOT, EPA) for the provision of transit services. As provided in the Contract, Contractor will be bound by the terms and

conditions of applicable Federal regulations as supplementary provisions of this Contract, as are imposed on City for the proper administration of this Contract and under Federal funding requirements. City agrees to fully indemnify Contractor in the event that any FTA Section 13 (c) claim is asserted based upon any actions taken by the Contractor to enter into, fulfill, or terminate this Contract; provided, however, Contractor will be responsible for its own acts which are contrary to the terms of this Contract.

THE CONTRACTOR WILL: at all times, abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended.

THE CONTRACTOR WILL: abide by the Americans with Disabilities Act laws and regulations.

CONTRACTOR WILL **NOT**: discriminate, nor allow any of its officers, employees, or agents to discriminate against any rider or patron because of race, religion, gender, sexual orientation, disability, age, national origin, ethnicity or ancestry.

CONTRACTOR WILL: notify City immediately of any discrimination complaints.

CONTRACTOR WILL: at its sole cost and expense, conform to any final orders issued by any State or Federal Agency with jurisdiction to correct Contractor discrimination in employment and/or ridership and shall fully save harmless and indemnify City in this regard.

PERMITS TO OPERATE: At its sole cost and expense, Contractor will obtain any and all permits, licenses, certificates or entitlements to operate as are now or hereafter required by any Agency specifically including the Oregon Department of Transportation (ODOT) and local building, planning and business license departments to enable Contractor to perform this Contract. Contractor will provide copies of all such entitlement to City when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

INTEREST OF ELECTED OFFICIALS and CITY EMPLOYEES: No member of or delegate to the Congress of the United States or other elected local, State or Federal official or employee of the City of Canby will be admitted to any share or part of this Contract or to any benefit arising there from.

TERMINATION OF CONTRACT: City may terminate this Transit Contract at any time by giving Contractor ninety (90) days written notice thereof. Notice of termination will be given by certified mail. Upon termination City will pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by City to effect termination. In the event that Contractor, at any time during the entire term of this Contract, breaches the requirements or conditions of the Contract and does not, within

TEN (10) days of receipt of notice thereof from City, cure such breach or violation City may immediately terminate the Contract and will pay Contractor its allowable expenses to date of termination.

Contractor must give one hundred fifty (150) days written notice to terminate.

CONTRACTOR'S WAIVER OF COMPETITION CLAIMS: Contractor understands that the award of this Contract and subsequent rendition of the service called for by these documents shall, in no manner, be construed so as to place Contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of Federal or State law (or under any regulations promulgated thereunder) as they now exist or hereinafter may be amended. Contractor hereby waives any right to it, otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

LENGTH OF CONTRACT: The Contract period will run for three (3) years, beginning July 3, 2017 and ending June 30, 2020.

OPTIONS: An option of two (2) three (3) year contracts will be provided with maximum option ending June 30, 2026. Compensation for Option Extensions will be negotiated between Contractor and City no less than forty-five (45) days prior to expiration. Both parties will give prior written notice to the other of their desire to extend the Contract for an additional twelve (12) month period no later than January 15th of the Contract year.

If notice is not given in writing by said date by both parties it will be presumed that one or the other of the parties does not wish to extend the Contract. In that event, the Contract will terminate as of June 30th of the Contract Year.

If both parties desire to extend the Contract negotiations regarding compensation for cost of service or other modifications will be completed prior to March 1st of the Contract Year.

TERMS OF PAYMENT: Payments will be made monthly to the Contractor. The City prints checks and makes payments every other Friday. Reimbursement, upon verification, will be made to the Contractor no later than 14 days from the receipt of the invoice each month.

FUNDING: The City of Canby's Transit System is subject to funding by the City. The lack of budgeted funds may force the altering of CAT services and/or this Contract. City may cancel or reduce the amount of service to be rendered if such action is in the City's best interests or there be a lack of funding available for said service. In such instance, City will provide ten (10) days advanced written notification to Contractor. All costs

incurred to date of notification and until reductions actually incurred, will be paid by the City.

CONTRACT DISPUTES: In the event of a conflict in the language between the City's Request for Proposal, the Contractor's proposal or the final Contract entered into between the parties, the Contract language will prevail over the language submitted by the Contractor. The City's Request for Proposal shall be attached to and become a part of the final contract between the parties.

PERFORMANCE BOND: Within thirty (30) days of Notice of Award of the Contract under this RFP, the Contractor will procure (at its expense) and keep in effect at all times during the term of this Contract, a Surety Bond equivalent to 25 percent of the cost of the First Twelve Months of Service in favor of the City of Canby and executed by a Corporate Surety authorized to conduct business as a Surety in the State of Oregon and as approved by the City.

SECTION 3 Proposal Content, Evaluation and Selection

Direct written inquiries to Julie Wehling, Canby Area Transit at fax 503.263.6284 or email wehling@canbyoregon.gov up to 5:00 PM PST on Friday, April 7, 2017.

3.1 Proposal Submittal:

Proposals will include one (1) original (marked as ORIGINAL), six (6) copies of the proposal and one (1) electronic copy in a sealed envelope. Addressed and delivered to:

Attn: Julie Wehling
RFP #CAT2017
Canby Area Transit
City of Canby – Civic Center
PO Box 930, 222 NE 2nd Avenue, Second Floor
Canby, OR 97013

Proposals must be received at the above address prior to the closing date and time; **NO LATER THAN, FRIDAY, APRIL 28, 2017 at 4:00 PM.**

All proposals received by the closing date and time will be opened and recorded. Proposals received after the designated closing date and time will not be considered.

All recorded proposals will be delivered to and reviewed by the Selection Committee. Evaluation results will be available following the selection announcement.

3.2 Proposal Content and Format:

Proposals should be typed in at least 11 point font on 8½" X 11" paper. Please do not exceed 15 pages (attachments not included in the 15 page limit).

Proposals will include: a letter of introduction including qualifications as outlined in this RFP, a work plan, at least three (3) references specific to past performance of similar services and a description of experience and ability to provide similar service. Describe previous experience providing fixed route service and demand response service which includes paratransit service. The work plan and letter of introduction should include the following:

1. Qualifications of staff and staffing plan
2. Experience providing fixed-route services
3. Experience providing Dial-A-Ride (Paratransit) services
4. Experience scheduling and dispatching Dial-A-Ride (Paratransit) services and operating a ride-reservation/dispatch center
5. Description of ride reservation, scheduling and dispatching methodologies

6. Methods used to ensure service is responsive to needs of all customers
7. Methods used for accidents, emergencies and security
8. Knowledge of and ability to comply with FTA, ADA and other regulations
9. Experience and ability providing service to people with disabilities
10. Driver and dispatcher recruitment and training programs; ability to assure adequate staff levels to provide necessary service
11. Plan for service Contractor transition
12. Statement of ability to be bonded
13. Ability to start providing service on July 3, 2017 with no down-time

The FY 2016-17 budget is \$839,379 for payment of CAT’s contracted operations. This is based on a 14,280 annual vehicle revenue hour estimate at the rate of \$58.78 per vehicle revenue hour. Currently vehicle revenue hours for Demand Response service hours are gate to gate. The contract resulting from this RFP will use first pick-up to last drop-off instead. Proposers should keep this in mind while preparing the cost proposal and completing the budget forms (pages 37-38). See page 13 for more vehicle revenue hour information.

Submittals may include supporting documentation as attachments (resume, samples of forms, policies or procedures relevant to this service). These attachments and the required attachments (found in Section 5) may be submitted in addition to the 15 page limit.

3.3 Evaluation Criteria:

The proposals will be evaluated by a selection committee of (3) to five (5) members. The committee will be comprised of City staff or consultants and volunteers from the Transit Advisory Committee, interested Canby Area residents or business members. Working independently with copies of the written proposals, the members will assign scores to each proposal according to the following scale:

EXPERIENCE	30 percent
ABILITY	25 percent
COST	25 percent
INTERVIEW	20 percent

Evaluation results will be made available upon request following the Selection announcement.

3.4 RFP Schedule:

The following shows the schedule of events:

RFP is advertised and notices sent	Friday, March 27, 2017
Deadline for additional questions	Friday, April, 7, 2017
Optional pre-proposal meeting	Friday, April 14, 2017
PROPOSALS DUE	Friday, April 28, 2017
Interviews	Tuesday/Wednesday, May 2-3, 2017
Selection announced	Friday, May 5, 2017
Protest period ends	Friday, May 12, 2017
First reading by Canby City Council	Wednesday, May 17, 2017
Contract Awarded by City Council	Wednesday, June 7, 2017
Service begins	Monday, July 3, 2017

3.5 Protest Procedure

Any Proposer who has an objection to a pre-award notification document or process will lodge that protest in writing with the City Attorney at the address listed below within seven (7) days of notice of selection. The City will not make an award prior to resolution of the pre-award protest.

Joseph Lindsay, City Attorney
City of Canby
PO Box 930
222 NE 2nd Avenue
Canby OR 97013

SECTION 4 Federal Transit Administration Requirements

Addendum to Contract

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.

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).

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 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.

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).

8. **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: 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.

9. **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, 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.

10. **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.

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:
 - a. *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.
 - 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.
3. 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 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 the City of Canby or the ODOT Rail and Public Transit Division 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 contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Canby.
4. The contractor must promptly notify the City of Canby, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Canby.

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 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.

Breaches and Dispute Resolution

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. **Performance During Dispute.** Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
5. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier - to-tier up to the recipient.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

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

Transit Employee Protective Arrangements

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The

requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities unless the contractor adheres to the exceptions provided in 49 CFR part 604.6 through 49 CFR part 604.11 and adheres to the reporting requirements of 49 CFR part 604.12.

School Bus Operations

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Oregon Department of Transportation (ODOT) or the City of Canby, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with 49 CFR part 655 before January 1st and to submit the Management Information System (MIS) reports within 14 days of the ODOT request for MIS submission by inputting the information into the U.S. Department of Transportation's Drug & Alcohol Testing Management Information System (damis.dot.gov). ODOT via the City of Canby will provide login information annually with a specific due date (no later than March 10). Contact the Transit Director for submission instructions (503.266.0751 or wehlingj@canbyoregon.gov). To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit before January 1st a copy of the Policy Statement developed to implement its drug and alcohol testing program.

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.

ADA Access

The contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

SECTION 5 Attachments

***Attachments A - G* must be completed and submitted as part of the proposal.**

Attachment A
COST PROPOSAL
Canby Area Transit (CAT) Operations

Based upon the estimated figures provided in Section 1.3 and Attachment I, indicate the proposed costs for CAT Operations for 3 years of service.

Service Type	Vehicle	FY 2017-18	FY 2018-19	FY 2019-20
	Revenue Hours			
Rate Per Vehicle Revenue Hour				
Fixed Route - Commuter service Route 99				
Demand Response - Dial-A-Ride				
Annual Cost				
Fixed Route Annual Cost	7,620			
Demand Response Annual Cost	6,858			
Total Annual Cost	14,478			

Revenue Vehicle Hours (based on 254 service days)

 Company Name

 Signature of Authorized Official

 Address

 Name, Title of Authorized Official
 (print or type)

 City, State, Zip

 Date

 Phone

Attachment B

BUDGET FORM

Proposed Budget			
Company Name:			
Category	Budgeted Amount		
	FY 2017-18	FY 2018-19	FY 2019-20
Driver Wages			
Driver Benefits			
Dispatch Wages			
Dispatch Benefits			
Management Wages			
Management Wages			
Management Fringes			
Payroll Taxes			
Workers Comp			
Liability Insurance			
Communications			
Driver Uniforms			
Driver Physicals & D/A Testing			
Employee Recruiting/Training			
Office Supplies			
Start Up			
Interest			
Administrative Overhead			
Other			
Other			
Total			
Number of Fixed Route Vehicle Revenue Hours			
Number of Demand Response Vehicle Revenue Hours			
Total Vehicle Revenue Hours			
Fixed Route - Cost per Vehicle Revenue Hour			
Demand Response - Cost per Vehicle Revenue Hour			
Total cost			
<i>see page 13 for Vehicle Revenue Hours information</i>			

Submit with Proposal

Attachment C

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____

Date: _____

Attachment D

CERTIFICATION REGARDING DEBARMENT,

SUSPENSION & OTHER INELIGIBILITY & VOLUNTARY EXCLUSION

The undersigned, duly authorized representative of _____,
hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____
hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Representative)

(Date)

Attachment(s) [If required]

Attachment F

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (print or type)

Date _____

Attachment G

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

SECTION 5 Attachments

Attachments H -L are informational only.

Attachment H

Sample Contract

No: CAT2017

THIS CONTRACT made and entered into, in duplicate, this _____ day of June, 2017 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called "City," and _____, with headquarters located in _____ hereinafter called "Contractor" for the following project and amount as set forth below.

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services for the City of Canby and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal (RFP) dated March 27, 2017 to provide such services, and Contractor submitted its Proposal dated _____ in response thereto. Following an evaluation by the City and its selection committee, Contractor was selected to be the most efficient and reliable service provider among the field of qualified competitors; and

WHEREAS, the Parties now wish to enter into this Transit Contract Agreement to memorialize their agreement,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Contractor will provide services as specified to operate Canby Area Transit service as described in the Request for Proposal and listed attachments beginning July 3, 2017 through June 30, 2020, with two (2) three-year options to renew in succeeding years. The Parties acknowledge and agree that a decision to renew is completely within the discretion of the City.

Attachments on file and FTA Requirements made part of this contract:

RFP CAT2017 - Which includes Federal Transit Administration Requirements (Section 4)

Attachments A through G (dated _____)

Contractor response to RFP CAT2017 (dated _____, 2017)

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor. Unless specifically noted in writing between the Parties, Contractor and City will follow all Terms and Conditions as outlined in the RFP dated March 27, 2017 and Contractor's Proposal dated _____.

Compensation Amount as of Date of Award:

Compensation is based on a Vehicle Revenue Hour (VRH) rate

Budget – Year 1 ###,###,## (14,478 VRH - @ ###,## per vehicle revenue hour)

Budget – Year 2 ###,###,## (14,478 VRH - @ ###,## per vehicle revenue hour)

Budget – Year 3 ###,###,## (14,478 VRH - @ ###,## per vehicle revenue hour)

Option extensions to be added by amendment as agreed upon between the parties in future negotiation should the City choose to renew the agreement for succeeding year(s).

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

GENERAL CONDITIONS

CONTRACTOR IDENTIFICATION AND BUSINESS LICENSE: Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service. Contractor understands it is required to obtain an annual City of Canby business license for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.

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 Contract 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 applicable OSHA regulations and requirements.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor’s obligation to otherwise perform or observe such condition or any other term of the Contract.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW AND VENUE: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract. The laws of the State of Oregon shall govern the interpretation of any provisions of this contract. Venue shall be in the Clackamas County Circuit Court.

LEGAL EXPENSES: In the event legal action is brought by the 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 attorney fees, costs and expenses as may be set by the court both at trial and all appeals therefrom.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS: Amendment or changes to this Contract shall be in writing and will become a part of this Contract when agreed upon by both parties and signed by the Authorized Officials.

Any and all notices, writings, correspondence, etc as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY OF CANBY:

CONTRACTOR:

222 NE 2nd Avenue
Canby, OR 97013
503.266.4021

IN WITNESS WHEREOF, City and Contractor have executed this Contract for Transit Service dated ___ June, 2017.

CITY:

CONTRACTOR:

Signature of Authorized Official

Signature of Authorized Official

Name, Title of Authorized Official
(print or type)

Name, Title of Authorized Official
(print or type)

Date

Date

Attachment I

Canby Area Transit – Services

The following table provides an overview of the services provided and supported by the Canby Area Transit (CAT) Operations contract for services.

CAT Services		
<i>Service Type</i>	<i>Description</i>	<i>Hours</i>
Route 99	Fixed-Route and Commuter Service	30
Demand Response	Paratransit, General Public & Shopping Shuttle	27
All CAT Services	Average vehicle revenue hours per day	57

Currently CAT provides approximately 30 revenue hours per day of fixed route and commuter transit service and an average of 27 revenue hours per day of demand response service through its Dial-A-Ride program.

During the fiscal year July 1, 2017 – June 30, 2018 the transit service will have 254 weekdays of operation. Based on the current service design we estimate a total of 7,620 annual vehicle revenue hours on the Route 99 service and approximately 6,858 annual vehicle revenue hours on the Demand Response service for a total annual vehicle revenue hour estimate for the first year of 14,478.

Service hours are between 5:05 AM and 8:40 PM Monday – Friday. CAT does not operate on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

During FY 2015-16 CAT provided: 198,082 revenue miles of service (53,695 miles were demand responsive); 14,237 revenue hours of service (6,631 of these hours were demand responsive) and; 90,260 rides (14,237 of these rides were demand responsive).

Additional schedule, route and service information is available at canbyareatransit.org.

Attachment J

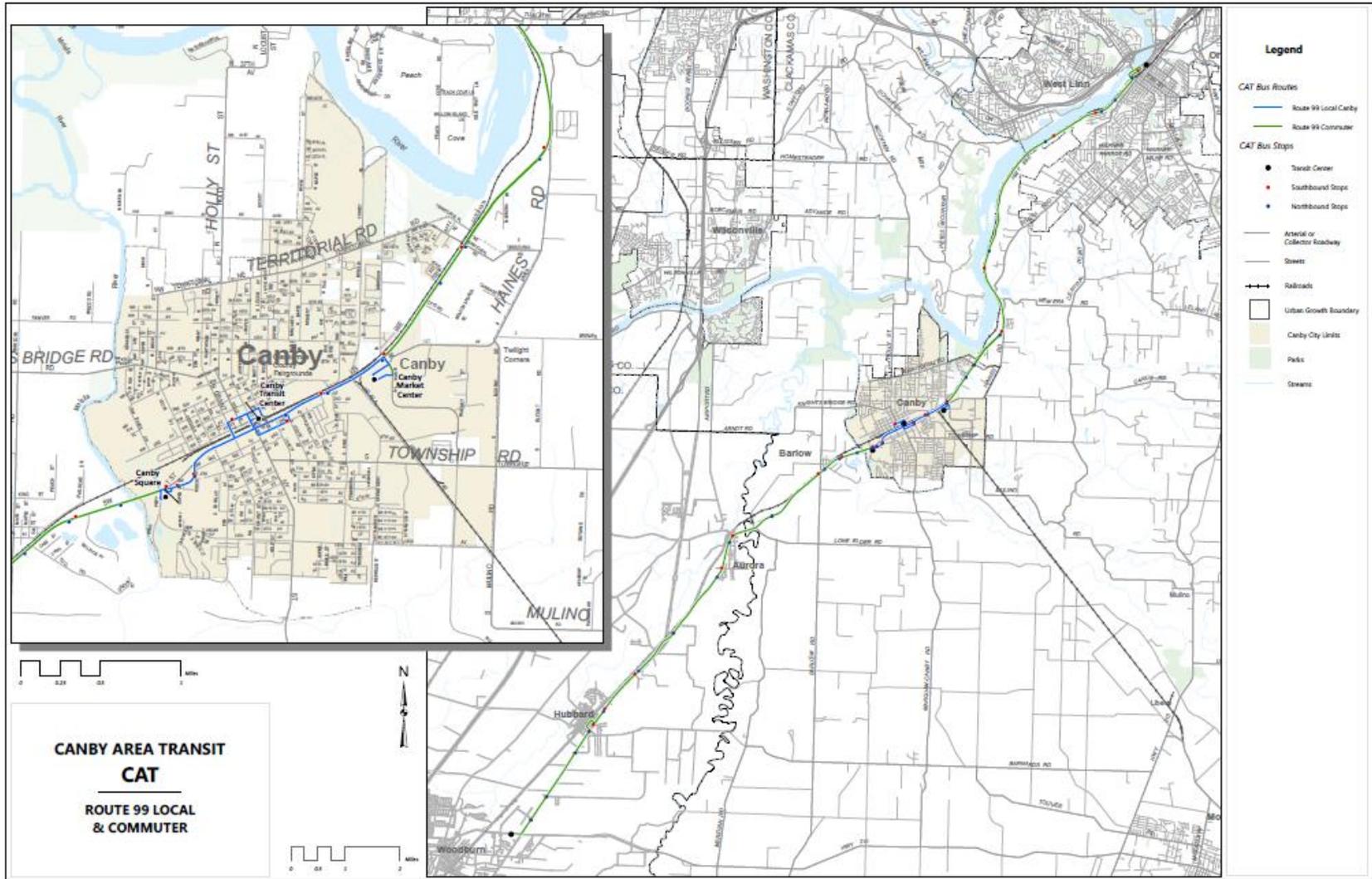
Canby Area Transit – Vehicle Fleet

Mileage as of December 31, 2017								
START	VEHICLE	YEAR	MAKE	MILEAGE	LENGTH	FUEL	BODY	CAPACITY
*								20 Ambulatory w/o w/c
Sep-02	Bus 2	2002	GIRARDIN	372,721	25 (300")	DIESEL	CUT-AWAY	17 Ambulatory/1 in w/c
								31 Ambulatory/1 in w/c
Jul-06	Bus 14	2006	FREIGHTLINER	248,972	35 (420")	DIESEL	COACH	29 Ambulatory/2 in w/c
								21 Ambulatory w/o w/c
Sep-09	Bus 17	2009	CHEV SENATOR	116,526	26 (312")	DIESEL	CUT-AWAY	16 Ambulatory/1 in w/c
								14 Ambulatory/2 in w/c
								17 Ambulatory w/o w/c
Jun-10	Bus 18	2010	CHEV	117,634	22 (264")	DIESEL	CUT-AWAY	4 w/c stations
								17 Ambulatory w/o w/c
Jun-10	Bus 19	2010	CHEV	103,317	22 (264")	DIESEL	CUT-AWAY	4 w/c stations
Jan-10	S-24	2002	FORD	95,840		GAS	SEDAN	3 Ambulatory - no w/c
Jan-10	S-25	2002	FORD	104,207		GAS	SEDAN	3 Ambulatory - no w/c
								20 Ambulatory w/o w/c
May-12	Bus 26	2011	ARBOC	93,414	26	GAS	CUT-AWAY low-floor	18 Ambulatory/1 in w/c
								16 Ambulatory/2 in w/c
								20 Ambulatory w/o w/c
May-12	BUS 27	2011	ARBOC	92,781	26	GAS	CUT-AWAY low-floor	18 Ambulatory/1 in w/c
								16 Ambulatory/2 in w/c
								33 Ambulatory w/o w/c
Jan-14	BUS 28	2013	GILLIG	121,756	35 (420")	DIESEL	COACH	30 Ambulatory w/1 in w/c
								27 Ambulatory w/2 in w/c
								33 Ambulatory w/o w/c
Jan-14	BUS 29	2013	GILLIG	120,674	35 (420")	DIESEL	COACH	30 Ambulatory w/1 in w/c
								27 Ambulatory w/2 in w/c
								3 Ambulatory
Jan-14	MV-30	2013	DODGE CARAVAN	6,643	19'	GAS	MINI-VAN	1 Ambulatory/1 in w/c
								CUT-AWAY
May-16	Bus 31	2016	ARBOC	13,841	23'	GAS	low-floor	16 Ambulatory
								4 w/c stations
								CUT-AWAY
May-16	Bus 32	2016	ARBOC	12,735	26'	GAS	low-floor	20 Ambulatory
								3 w/c stations
								CUT-AWAY
May-16	Bus 33	2016	ARBOC	14,647	26'	GAS	low-floor	20 Ambulatory
								3 w/c stations

*Bus 2 will be replaced in Fiscal Year 2017-18 with a new low-floor 26' cutaway.

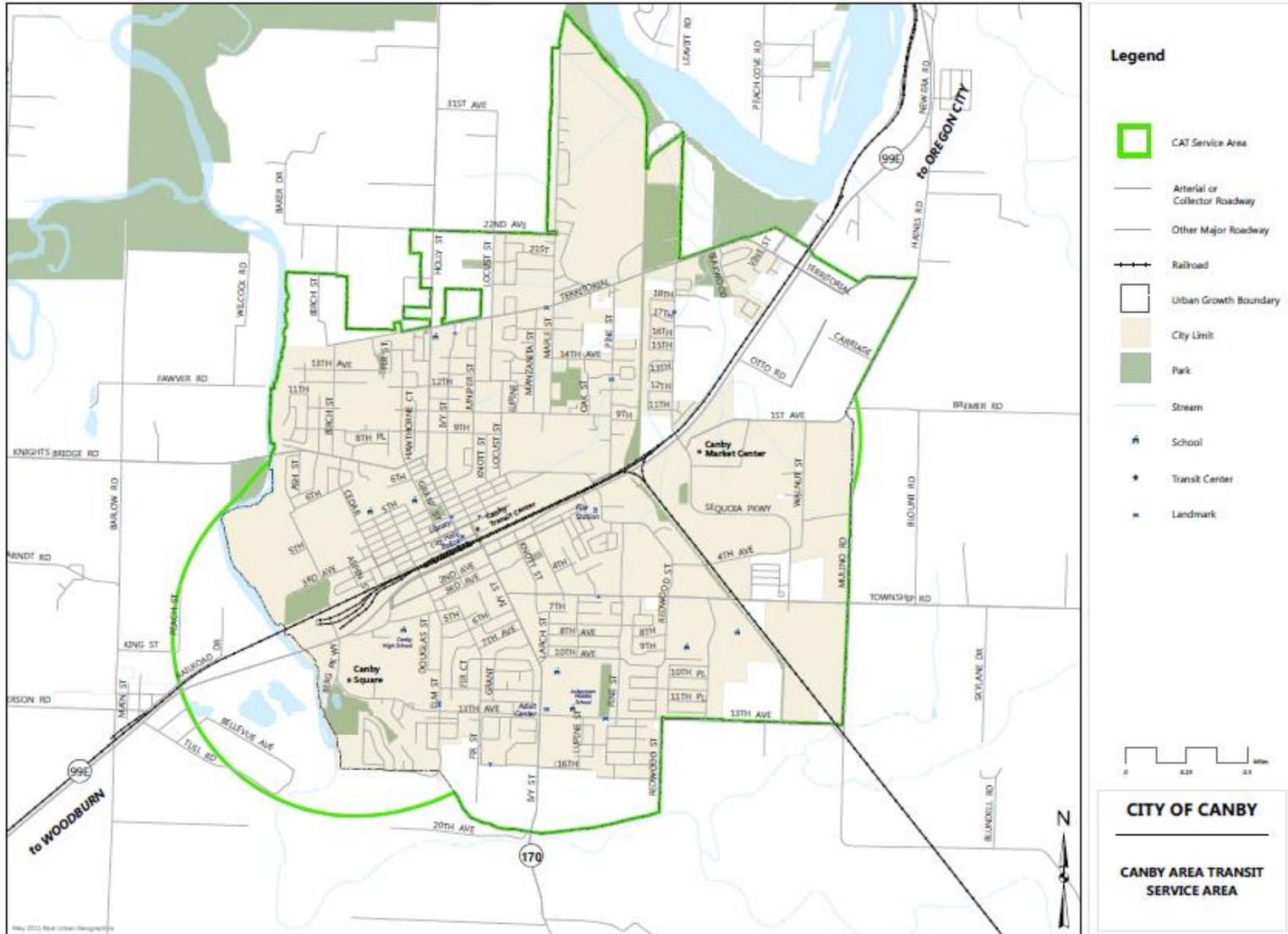
Attachment K

Route 99 Map



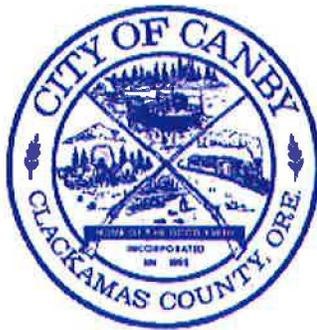
Attachment L

Service Area Map



Canby Area Transit Operations

City of Canby Oregon



Submitted To:

Canby Area Transit
Julie Wehling, Transit Director
222 NE 2nd Avenue, 2nd Floor
Canby, OR 97013

p: 503.266.4022

Submitted By:

MV Transportation, Inc.
2711 N Haskell Ave
Suite 1500, LB-2
Dallas, TX 75204
p: 972.391.4600
www.mvtransit.com

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.

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Letter of Introduction

April 26, 2017

Ms. Julie Wehling, Transit Director
 Canby Area Transit
 222 NE 2nd Avenue, Second Floor
 Canby, OR 97013

Dear Ms. Wehling:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates greatly appreciates the opportunity to submit its proposal in response to the City of Canby's Request for Proposal Number CAT2017 for Canby Area Transit (CAT) Operations. MV is a stable partner with years of experience and proven collaboration with the City.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

MV understands the City's interest in cost effective proposals and the difference between greatest value and low bid. The company is proud of its history in passenger transportation and offers high quality, high value service – delivered by highly competent and qualified personnel, at realistic and affordable costs. MV's proposal honors all of the Collective Bargaining Agreements and knows the true operating costs in this market including recent updates to benefits and wages. The recent negotiations with the union gives MV confidence that its proposed operating approach offers a competitive price and the best value for the City.

I am your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

I can be reached at 310.908.7150 or george.lee@mvtransit.com. Additionally, Mr. Joe Escobedo Jr., senior vice president, will serve as your secondary contact; he can be reached at 623.340.3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your continued partner of the CAT service. We look forward to working with you throughout this procurement. MV acknowledges addendum 1 released on April 5, 2017.

Sincerely,


 George Lee
 Senior Vice President

Work Plan

When Canby Area Transit (CAT) withdrew from TriMet in late 2001 the agency continued to grow with expanded service within the City of Canby and to nearby Woodburn and Wilsonville. While these services flourished, recession-led reductions in tax revenue forced CAT to scale back its services and reduce mobility options to its community by one third of prior levels. Local routes were replaced with dial-a-ride, frequency of Route 99 was reduced, and Saturday service was eliminated.

Today, the City is ready again to build mass transportation for the community. As CAT updates its Transit Master Plan in preparation for service growth, MV is prepared to work with CAT to restore service to its prior levels, and beyond.

As CAT takes its first steps to use the Choices Report findings to define the Transit Master Plan, MV is able to offer continuity of service during the changes that come with growth. Part of that continuity is the consistent and positive relationship held between the company and the local Amalgamated Transit Union.

In the new contract MV also plans to:

- Improve productivity with a comprehensive plan to better slack times
- Nurture a safety-minded culture with monthly safety meetings and continued training
- Retain the current local dedicated team and nearby corporate support of Senior Vice President Mark Elias

As the current operator of these services, MV looks forward to building upon the relationship with CAT and the City.

1. Qualifications of Staff and Staffing Plan

Peter Lawson, General Manager

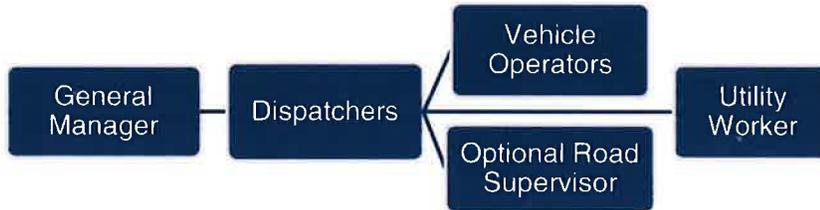


Peter Lawson is MV's proposed general manager and brings 21 years of transportation experience in both safety and operations. He will be mentored by Georgina Bettencourt, current interim general manager.

Previously, Mr. Lawson managed school services with more than 200 employees across multiple sites. He developed operational strategies in partnership with the client, oversaw employee disciplinary measures, and prepared budgets. He was fully involved in the hiring and background check procedures. During 2013, Peter acted as manager for several student transportation sites in Oregon, CA including a 45 route operation. Mr. Lawson also served as a location safety manager from 2007 to 2014. In this capacity he conducted monthly meetings, trained and tested new operators, enforced all State and Federal safety regulations, and developed new operator training programs.

Peter began his transportation career in 1994 as a school bus driver and trainer. He is a certified behind-the-wheel trainer, DMV third-party tester, first aid instructor, and earned OSHA certification.

Staffing Plan



Job Descriptions

Proposed for this project	Title	Bus Operator
	Department	Operations
	Reports to	General Manager; Dispatchers while on route
	Number Proposed	4 FT 8 PT
	Coverage	4:30 a.m. to 9 p.m. (5 days)
<p>Vehicle operators have a safety-first attitude, a professional and caring demeanor, and excellent people service skills. Their primary responsibility is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled times.</p> <p>Fixed route operators are trained in the system routes and are fluent in providing information regarding major stops, transfer points, and schedule information.</p> <p>Paratransit operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding. They respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.</p> <p>Each must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances.</p>		

Proposed for this project	Title	General manager
	Department	Operations
	Reports to	Area Vice President
	Number Proposed	1 FT
	Coverage	8 a.m. to 5 p.m. (M-F)
<p>The general manager is the daily operational liaison between MV and the City. They are responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.</p>		

Proposed for this project	Title	Dispatcher
	Department	Operations
	Reports to	General Manager
	Number Proposed	2 FT
	Coverage	5 a.m. to 9 p.m. (5 days)
<p>Dispatchers direct all on-road operations that occur from daily pullout to return-to-yard. They coordinate with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions. They are trained in reasonable suspicion and are responsible for assessing fitness for duty.</p>		

Dispatchers monitor service delivery via radio throughout the service day, working closely with operators to efficiently respond to service needs, including accidents and on-board emergencies. As needed, they coordinate standby and extraboard operators in the event that an operator does not report on time.

OPTIONAL Proposed for this project	Title	Road Supervisor
	Department	Safety
	Reports to	General Manager
	Number Proposed	1 FT
	Coverage	4:30 a.m. to 9 p.m. (5 days)
About this position	Road supervisors monitor the safe and efficient operation of all vehicles in the field. This ensures a high-quality service. This team is stations in the service area to minimize response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc. Road Supervisors assist in incident preventability determination by making recommendations for future training based on individual events or system trends.	

Proposed for this project	Title	Utility Worker/ Washer
	Department	Operations
	Reports to	General Manager
	Number Proposed	1 PT
	Coverage	Every other weekend, hours as needed
The utility worker ensures the fleet is cleaned every other week. This position cleans and services each bus in an assembly-line fashion.		

2. Experience Providing Fixed Route Services

MV operates fixed route, flex route, commuter bus, and shuttle services throughout North America. The scope of these operations comprises some of the largest privately operated in the nation. Fixed route services make up nearly 40 percent of MV’s business portfolio; those references most similar in scope are provided as references.

3. Experience Providing Dial-A-Ride (Paratransit) Services

MV was founded for the sole purpose of mobilizing the transit dependent senior and disabled communities. Its founding predates the enactment of the Americans with Disabilities Act by nearly 20 years and defines MV’s responsiveness to satisfying the needs of its communities. MV understands quality paratransit service and its importance to its passengers and their freedom.

Nearly half of all transportation business MV manages is paratransit. MV takes pride in the significant presence in smaller cities and counties. This experience spans 29 states and includes clients similar to the City of Canby; those references most similar in scope are provided as references.

4. Experience Scheduling and Dispatching Dial-A-Ride (Paratransit) Services and Operating a Ride-Reservation/Dispatch Center

In addition to its experience managing and operating reservations, scheduling, and dispatch in nearly all of its paratransit contracts, MV provides reservations, dispatch and scheduling call center

services for some of the most complex systems in the nation. Working with customers to redesign call center functions, MV has delivered innovation and improvement to these paratransit services.

5. Description of Ride Reservation, Scheduling and Dispatching Methodologies

Telephones will be staffed by dispatchers available for reservations and information calls from 8 a.m. to 5 p.m. every weekday. MV will continue the use of a voice mail system to record any reservations requests outside of these business hours and on specified holidays.

Dispatchers answer calls in the order they are received and with the same standard greeting: “Canby Area Transit, how may I help you?” All dispatchers must attend MV’s proprietary four-hour customer service training program.

Trip Reservations

If the customer is interested in making a trip reservation, the dispatcher asks them for their name and confirms their eligibility to use the service in Easy Rides. If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger and documented. The dispatcher also inquires about any special assistance needed, such as carrying bags. This information is included in the comment section of the manifest so the operator may provide assistance within the program policies.

If the trip cannot be scheduled at the exact time requested, the dispatcher attempts to negotiate a trip within one hour of the originally requested time.

Rarely, if the trip cannot be successfully negotiated, the dispatcher documents the trip as a denial pursuant to ADA regulations, and offers the passenger the opportunity to be placed on a standby list. At the end of each call, the customer is thanked for their business.

Subscription Trips: Subscription trips are provided pursuant to ADA regulation and CAT service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm MV does not exceed service requirements. MV can provide CAT with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

Trip Changes and Cancellations: If the customer is requesting a same-day trip change or cancellation, the dispatcher looks up the trip information in Easy Rides and initiates the change. Once the change is complete and confirmed, the dispatch notifies the operator of any changes to the manifest, including trip cancellations.

Where’s My Ride: At times passengers may call with a “where’s my ride” request. When the dispatcher receives these calls, they radio the operator and request a route update regarding location and expected time of arrival to the pickup point.

Operator Check-In

Each morning, the opening dispatcher ensures that all routes are assigned. As each operator arrives, the dispatcher confirms that they are in proper uniform, fit for duty, have all appropriate identification (operator’s licenses and medical card), and then documents their arrival time on the service log. Each operator receives their bus assignment, manifest (for paratransit), and any

instructions regarding detours or other pertinent service information. They must then check for any memos, policy updates, or service changes before going to their vehicle. All employees synchronize their watches with the clock in dispatch prior to starting service.

Each operator is given a report to work time that provides ample time for check-in and vehicle inspection/preparation.

Dispatching and On-Road Procedures

Dispatchers continually track vehicle status throughout the service day. On the fixed route services, once the operator arrives at his or her first stop and all passengers have boarded, the operator proceeds to the next stop at the scheduled departure time. MV's dispatch team continually monitors service delivery in order to quickly resolve any issues that arise.

For the paratransit services, the operator radios into dispatch as passengers are picked up and dropped off. The dispatcher updates the route in Easy Rides in real time, allowing MV to proactively monitor service and prevent service delays. If the passenger does not appear, the operator requests that the dispatcher call the passenger. If the passenger does not arrive within 5 minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no show and documents the event and instructs the operator to move to the next stop.

Return to Yard

Upon completion of the route if there was not time between routes, the operator fuels the vehicle in preparation for the next service day. Once they return to the yard, the operator notifies the dispatcher via radio who then documents the return time. The operator completes a post-trip vehicle inspection, tidies up the vehicle, and returns their keys and completed manifest to the dispatcher. The dispatcher documents the operator's end time on the service log and reviews the manifest for completeness.

Manifest data is used to complete monthly invoices and reporting. It is reviewed by General Manager Peter Lawson prior to submission to the City.

6. Methods Used to Ensure Service is Responsive to Needs of All Customers

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the area vice president and CAT. MV will work with the CAT transit director to handle these types of complaint investigations.

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

7. Methods Used for Accidents, Emergencies and Security

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep

Safety Awareness

Safety Messages: Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location. Additionally, all meetings and conference calls must begin with a safety message.

Safety Board: MV will provide a safety board in its operator break room. These monitors display audience-tailored content throughout the day, delivering safety messages, timely information, performance data, and important notifications from MV's clients.

Mandatory Safety Meetings: Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this two hour-long meeting bi-monthly on Saturdays. All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety).

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Peter Lawson, proposed general manager will work with Georgenia Bettencourt, interim general manager to execute these programs:



- **“DriveCam Event-Free” contest:** All operators participate in this monthly pool. A vehicle operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company’s service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a work related injury are eligible to win prizes including color TV’s and iPads.

In addition, each MV location participates in MV’s company-wide programs:

- **The Katherine McClary Operator Award:** This award recognizes MV’s finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV’s local management team will host safety blitzes and/or other employee events to promote safety messages.

Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV’s SSPP is maintained in accordance with the standards of the American Public Transportation Association and the Federal Transit Administration.
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV’s passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV’s operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration’s (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Bloodborne Pathogen Exposure Control Plan:** This plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the OSHA Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.

- **Additional Health and Safety Plans include:** Fire Prevention Plan, Hearing Conservation Program, Hazardous Communication Plan, Illness Prevention Plan, Heat Illness Prevention Plan, Lock Out-Tag Out, and Control of Hazardous Energy Program

Safer Driving Behavior through Technology

DriveCam: MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety.

Mobileye® Collision Avoidance System (Cost Option): In the new term, MV will supplement the DriveCam system with Mobileye, a new collision avoidance technology. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time. This mitigates the primary risk factor that leads to vehicle collisions – operator inattention. The system will emit an auditory warning when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

How They Work Together

When Mobileye and DriveCam are used together, MV experienced the following DriveCam results

- 2.60% reduction in scored DriveCam events
- 18.05% reduction in Following Too Close events
- 59.72% reduction in Pedestrian events

- 35% reduction in Not Scanning Intersection events

**DriveCam Performance – Post Mobileye deployment at MV's Philadelphia, PA operation*

Accident and Injury Investigation Procedures

MV's Canby location is required to have the following information readily accessible: operator's family and/or emergency notification; local police department and/or local sheriff department; highway patrol/state police; local fire department and local ambulance service; tow truck, heavy equipment, and construction companies; mv risk management staff and mv safety staff; general managers' home and cell phone numbers; local and mv emergency contact numbers.

Each vehicle must be equipped with three bi-directional emergency reflective triangles (not flares), a fire extinguisher having an Underwriters' Laboratories rating of 5 B, C or more, and Incident Reporting Packets with color disposable flash cameras.

If involved in a vehicular incident, the operator will notify the on duty dispatcher, who will call the general manager to the scene, and contact emergency personnel (when necessary). The operator must exercise on-scene emergency control until she or he is properly relieved by a supervisor.

The operator, with the assistance of the general manager, will use the onboard accident kit to take photographs of the scene, obtain contact information of all witnesses (using Courtesy Information Cards), and complete an incident report. The operator is required to provide identification and cooperate with police.

As soon as is practical following an accident, drug and alcohol tests are administered to any employee whose performance could have contributed to the accident, such as dispatcher, etc. If reasonable suspicion is suspected, all reasonable suspicion testing guidelines are followed. Test results are obtained and reported to the general manager (or vice versa). The operator remains suspended from driving until his or her driving privileges are reinstated by the Qualifications department.

Upon return to the office, the accident report is submitted to dispatch or the general manager.

8. Knowledge of and Ability to Comply with FTA, ADA and Other Regulations

ADA compliance is a critical component of MV's operator training program, and ensures that the Company's operations are ADA compliant. During training, operators receive an overview of various disabilities as defined by the ADA, as well as an understanding of the law's requirements. Training also includes practical instruction in how to assist and secure passengers in mobility devices to ensure their safety and comfort.

It is important to note that more than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations – and has an exceptional record of compliance with regulatory agencies.

9. Experience and Ability Providing Service to People with Disabilities

As the current provider of these services the company brings unique experience working with the CAT passengers. The local team is trained in passenger handling techniques, and each must attend sensitivity training prior to operating service. These trainings are refreshed during safety meetings, and proper customer service and sensitivity techniques are promoted in messaging and events.

MV's ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the driver's responsibility to serve all passengers, regardless of background or disability. Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device.

Operator training includes the study of different types of disabilities and mobility aids so that drivers properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for all passengers. To ensure ongoing safety for all passengers, training and monitoring in this area extends beyond the initial training period.

10. Driver and Dispatcher Recruitment and Training Programs; Ability to Assure Adequate Staff Levels to Provide Necessary Service

Application, Qualifications, and Hiring Process

As the current provider of CAT's services, MV offers the City a full complement of staff that are employed, trained, and ready to continue service. Retaining MV as the CAT provider will ensure continuity of service, without the disruption of personnel transitions. When positions open, due to service expansion or other factors, MV will post career opportunities – from vehicle operators to management staff – on the career section of the company's website (careers.mvtransit.com); this is powered by CareerBuilder, LLC.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the general manager to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.

Using a paperless application process, applicants submit their qualifications online and the following background checks and reviews are performed: Motor Vehicle Record Review; Criminal History Checks; Prior Employment References; Pre-Employment Drug and Alcohol Screen; Pre-Employment Physical Examinations

Operator Training Program

Each Canby operator is professionally trained using the MV-Avatar Fleet operator training program. Classroom training includes a combination of facilitator-led discussion, DVD

presentations, and short quizzes. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

LLC Training Foundation

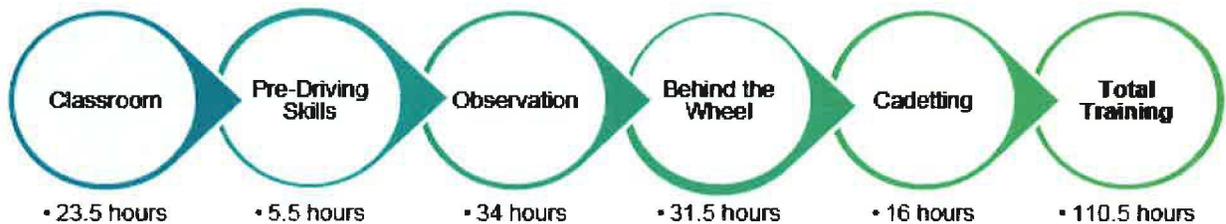
All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals *The Four Driving Principles to Safety™: Look Ahead™, Look Around™, Leave Room™, and Communicate™*

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV’s operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Training Formats

This program offers consistent and thorough training to all new operators. The module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures. The operator training program comprises five training formats:



Classroom Training: The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide. The video training is presented through an interactive, panel-hosted discussion led by MV personnel. Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are provided in the Attachment tab of this proposal. Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills: Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation: Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training: BTW training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Cadet Training: After completion of BTW training, each trainee performs in-service cadet training with a line trainer. Trainees operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. This training helps the trainee become familiarized with the routes, the Oregon City Transit Center, the Canby Transit Center, the Shopper Shuttle, and the service area as a whole. During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

Dispatch Training

Dispatchers serve as the public interface for the operation. It is imperative that members are knowledgeable regarding the service, are skilled in customer service techniques and are well versed in ADA requirements. MV's Canby operation is fully staffed with a knowledgeable team of dispatchers; however, if it becomes necessary to hire a new employee into this role, the company provides training in these areas:

Service Overview (5 Hours): Training begins with an introduction to MV and CAT, followed by an overview of paratransit service and ADA regulations. This includes a discussion of employee expectations, the City's CAT website, service hours, important phone numbers, and topics specific to assisting persons with disabilities.

Customer Driven Service (4 Hours): MV's proprietary customer service training program by MV's learning and development team, and is described in detail in the below.

Ride-Along (3 Hours): To familiarize themselves with the service, passengers, and the nuances of on-road operations, dispatchers participate in a ride-along.

Observation and Supervised Job Performance (6 Hours): Dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe his/her position's

duties in action. After the observation period, dispatchers perform their job duties while under supervision.

New dispatchers are trained in the Easy Rides software through on the job training. A new dispatcher shadows a senior dispatcher for two weeks.

Customer Service Training

Platinum Connection Customer Service (PCCS) is based on the principle known as the Platinum Rule – do unto others as THEY would like to be treated. This brand new training replaces MV’s START customer service module and will be implemented in the new term.

PCCS is a 4-hour, facilitator-led course that focuses on MV’s vision of customer service and on how MV employees connect with customers. This program teaches employees how to make customer-centric, solution-focused choices with a focus on personal responsibility. This interactive program will use video examples of customer service situations, facilitator-led activities that enable participants to practice customer service skills. Additional information on this new program is available upon request.

Maintaining Adequate Staffing Levels

Interim General Manager Georgina Bettencourt employed a number of strategies to reduce turnover and increase team morale. Going forward Peter Lawson, proposed general manager, will continue these strategies including:

- **Continued education:** Bimonthly safety training was reinvested in, among other training. Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV’s willingness to invest in its employees
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunities as much as possible.
- **Employee recognition programs:** Those that demonstrated proficiency in their jobs and those that set the standard for exemplary performance were rewarded.



11. Plan for Service Contractor Transition

As the current provider of this service, no transition will be necessary. However, this will allow for consistency of service by while potential changes are made in the new contract.



12. Statement of Ability to be Bonded

Please see the letter from MV’s bonding company stating MV’s ability to be bonded, provided as an attachment to this proposal.



13. Ability to Start Providing Service on July 3, 2017 with No Down-Time

MV is able to continue providing service on July 3, 2017 without any down time or lapse in service.

References and Qualifications

Elko Area Transit Service (Elko, NV)

In 2013, MV began operating this demand-responsive service. It is open to the public and primarily serves seniors and persons with disabilities, and serves the Cities of Elko, Spring Creek, Osino, and Ryndon. MV operates a fleet of five vehicles and performs dispatching and trip reservations.

MV also operates fixed route service on one route. Known as the “Blue Line,” the service runs throughout the City of Elko and allows for scheduled deviations.

Please contact Ms. Abigail Wheeler, transit coordinator at 775.748.0359 or by email at awheeler@alkocountynv.net as a reference for this contract.

CherryLift, CARTS and RED Line, Salem-Keizer Transit (Salem, OR)

MV operates paratransit, demand-responsive and fixed route services for Salem-Keizer Transit.

- CherryLift ADA paratransit service is a curb-to-curb, shared-ride transportation service available to eligible persons. MV operates a fleet of 39 gas and diesel vehicles. MV began operation in 2010.
- Chemeketa Area Regional Transit Service connects communities in the greater Salem-Keizer area. Service operates on five fixed routes and two deviated fixed routes. MV operates a fleet of 15 gas, diesel, and hybrid vehicles. MV began operating this service in 2011.
- RED Line is a shopper shuttle and demand-responsive service available to seniors and persons with disabilities. MV delivers service with three cutaway vehicles. MV began operating this service in 2012.

Please contact Ms. SueAnn Coffin, contracted transportation supervisor at 503.361.7588 or by email at coffins@cherriots.org as a reference for this contract.



AnchorRIDES, Municipality of Anchorage (Anchorage, AK)

Since 2007, MV has provided demand-responsive transportation services for the Municipality of Anchorage, Alaska. MV provides operations, reservations, dispatch and maintenance for this 50-vehicle mixed fleet of vans and cutaways.

AnchorRIDES comprises complementary ADA paratransit, Senior Transportation, Medicaid trips, and other coordinated transportation services within the Municipality for eligible users. Under the umbrella of AnchorRIDES, MV has also provided the Eagle River Connect service since 2010. This weekday service combines fixed route service with dial-a-ride service for the general public. MV was successful in retaining this contract for a second term in 2012.

Please contact Ms. Susan Shiffer, contract administrator, at 907.343.6331 or by email at shiffersm@ci.anchorage.ak.us as a reference for this contract.

Attachments

Required Forms

Proposed General Manager Resume

Proposed Wage Scales and Benefits

Biographies of Corporate Support

DriveCam Brochure

Mobileye Brochure (Cost Option)

Letter Regarding Ability to Obtain Performance Bond

Training Modules

Satisfied Client Letters



REQUIRED FORMS

Attachment A

COST PROPOSAL

Canby Area Transit (CAT) Operations

Based upon the estimated figures provided in Section 1.3 and Attachment I, indicate the Proposed costs for CAT Operations for 3 years of service.

Service Type	Vehicle Revenue Hours	FY 2017-18	FY 2018-19	FY 2019-20
Rate Per Vehicle Revenue Hour				
Fixed Route - Commuter service Route 99		\$ 60.18	\$ 61.21	\$ 62.88
Demand Response - Dial-A-Ride		\$ 60.18	\$ 61.21	\$ 62.88
Annual Cost				
Fixed Route Annual Cost	7,620	\$ 458,571.60	\$ 466,420.20	\$ 479,145.60
Demand Response Annual Cost	6,858	\$ 412,714.44	\$ 419,778.18	\$ 431,231.04
Total Annual Cost	14,478	\$ 871,286.04	\$ 886,198.38	\$ 910,376.64
<i>Revenue Vehicle Hours (based on 254 service days)</i>				

MV Transportation, Inc.

 Company Name

2711 Haskell Ave., Suite 1500, LB-2

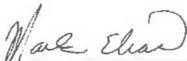
 Address

Dallas, Texas 75204

 City, State, Zip

(310) 908-7150 george.lee@mvtransit.com

 Phone



 Signature of Authorized Official

Mark Elias, Senior Vice President

 Name, Title of Authorized Official
 (print or type)

5/9/2017

 Date

Submit with Proposal

Attachment B

BUDGET FORM

Proposed Budget

Company Name: <u>MV Transportation</u>			
Category	Budgeted Amount		
	FY 2017-18	FY 2018-19	FY 2019-20
Driver Wages	\$ 304,635.14	\$ 310,153.47	\$ 317,073.14
Driver Benefits	\$ 140,302.53	\$ 150,132.49	\$ 157,466.62
Dispatch Wages	\$ 94,480.00	\$ 95,551.00	\$ 97,462.00
Dispatch Benefits	\$ 17,077.99	\$ 18,233.48	\$ 19,468.90
Management Wages	\$ 65,000.00	\$ 66,300.00	\$ 67,626.00
Management Fringes	\$ 5,459.72	\$ 5,824.21	\$ 6,213.85
Payroll Taxes	\$ 63,193.66	\$ 64,211.14	\$ 65,187.02
Workers Comp	\$ 26,557.10	\$ 27,267.03	\$ 27,908.19
Liability Insurance	\$ 27,640.42	\$ 27,880.47	\$ 28,130.37
Communications			
Driver Uniforms	\$ 1,525.43	\$ 1,572.00	\$ 1,620.00
Driver Physicals & D/A Testing	\$ 2,470.73	\$ 2,537.00	\$ 2,605.00
Employee Recruiting/Training	\$ 4,353.55	\$ 4,476.50	\$ 4,612.00
Office Supplies and Other	\$ 14,389.41	\$ 14,978.00	\$ 15,435.00
Start Up			
Interest	\$ 3,276.00	\$ 3,164.00	\$ 3,080.00
Administrative Overhead	\$ 47,988.86	\$ 39,828.05	\$ 40,942.97
Profit	\$ 26,136.00	\$ 26,588.00	\$ 27,312.00
Deprecation	\$ 2,412.00	\$ 2,412.00	\$ 2,413.00
Utility Wages	\$ 19,012.00	\$ 19,392.00	\$ 19,780.00
Utility Benefits	\$ 4,269.50	\$ 4,558.37	\$ 4,867.22
Maintenance Costs	\$ 1,106.00	\$ 1,139.18	\$ 1,173.36
Other			
Other			
Total	\$ 871,286.04	\$ 886,198.38	\$ 910,376.64
Numer of Fixed Route Vehicle Revenue Hours	7,620.00	7,620.00	7,620.00
Number of Demand Response Vehicle Revenue Hours	6,858.00	6,858.00	6,858.00
Total Vehicle Revenue Hours	14,478.00	14,478.00	14,478.00
Fixed Route - Cost per Vehicle Revenue Hour	\$ 60.18	\$ 61.21	\$ 62.88
Demand Response - Cost per Vehicle Revenue Hour	\$ 60.18	\$ 61.21	\$ 62.88
Total Cost	\$ 871,286.04	\$ 886,198.38	\$ 910,376.64

see page 13 for Vehicle Revenue Hours Information

Submit with Proposal

OPTION PRICING

Canby Area Transit (CAT) Operations

	Vehicle Revenue Hours	FY 2017-18	FY 2018-19	FY 2019-20
Road Supervisor				
Rate per Vehicle Revenue Hour		\$ 3.57	\$ 3.61	\$ 3.68
Annual Cost	14,478	\$ 51,687.17	\$ 52,235.01	\$ 53,279.71
<i>Represents the cost to add 1 Road Supervisor to the Staff</i>				
MobilEye				
Rate per Vehicle Revenue Hour		\$ 0.26	\$ 0.26	\$ 0.26
Annual Cost	14,478	\$ 3,763.59	\$ 3,728.91	\$ 3,728.91
<i>Represents MobilEye installed on 15 vehicles</i>				

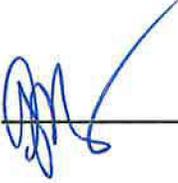
Attachment C
DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature:  _____

Name & Title: Amy Barry, Assistant Secretary

Date: April 19, 2017

Attachment D

CERTIFICATION REGARDING DEBARMENT,

SUSPENSION & OTHER INELIGIBILITY & VOLUNTARY EXCLUSION

The undersigned, duly authorized representative of MV Transportation, Inc., hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.



Amy Barry

(Signature)

Assistant Secretary

(Typed or Printed Title of Authorized Official)



Lisa Winston Hicks,
General Counsel, Corporate Secretary

(Attorney's Signature)

April 14, 2017

(Date)

OR

The undersigned, duly authorized representative of Not Applicable, hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of Authorized Representative)

(Date)

Attachment(s) [If required]

Attachment E

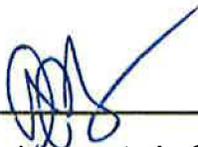
NON-COLLUSION AFFIDAVIT

STATE OF California)
COUNTY OF Solano) ss

Amy Barry, Assistant Secretary, being first duly sworn, on their oath
(Type or Print Name and Title)
says that the proposal submitted is genuine and not a sham or a collusive proposal or
made in the interest of or on behalf of any person not herein named; and they further
state that the said proposer has not directly or indirectly induced or solicited any other
proposer for the above work or supplies to put in a sham proposal, or any other person
or corporation to refrain from proposing; and that said proposer has not in any manner
sought by collusion to secure to self advantage over any other proposer or proposers.

NON-COLLUSION AFFIDAVIT

SIGN HERE



Subscribed and sworn to before me this 19 day of April, 2017.

Please see attached certificate SS

Notary Public in and for the
State of

My Commission Expires:

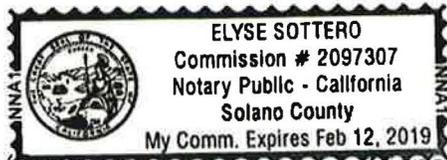
2-12-2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

Subscribed and sworn to (or affirmed) before me on this 19th
day of April, 2017, by Amy Barry

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Elyse Sottero

Attachment F

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

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



Signature of Contractor's Authorized Official

Amy Barry, Assistant Secretary

Name and Title of Contractor's Authorized Official (print or type)

Date April 19, 2017

Attachment G

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

Pursuant to Addendum 1, tab 4, question 11, MV has provided a copy the company's FTA Compliant Drug & Alcohol Testing Policy with this proposal.



MV Transportation, Inc.

The Standard of Excellence

SUBSTANCE ABUSE POLICY & PROCEDURES

October 2015