

CITY OF WOODBURN, OREGON

Request for Proposals

Woodburn Transit System

Transit Development Plan

CONSULTANT SERVICES

SUBMIT PROPOSAL TO:

Transit Manager
City Hall
270 Montgomery Street
Woodburn, OR 97071
(503) 982-5245

RESPONSE DUE APRIL 15, 2022 AT 4:00 PM

PROPOSAL ADVERTISEMENT

REQUEST FOR PROPOSALS
Woodburn Transit Development Plan

PROPOSAL ADVERTISEMENT

Request for Proposals

Woodburn Transit Plan Update RESPONSE DUE April 15, 2022 BY 4:00 PM

The City of Woodburn is requesting proposals from qualified firms for furnishing consultant services to develop and complete an updated Transit Development Plan. The Transit Development Plan Update (TDP) will be incorporated into the Transportation System Plan (TSP) Update. The update will account for development and growth that has occurred in the City since the TSP was updated in 2019.

All contracts and subcontracts awarded as part of the Project shall comply with requirements as set forth by DEQ and BOLI. Selection of the qualified Consultant will be in accordance with Oregon Administrative Rules (OAR) 137-048-0220 and as set forth in the Solicitation Document and includes criteria such as, but not limited to: project understanding and approach, similar project experience, experience of proposers key staff, and demonstrated ability to complete successfully similar projects on time and within budget. Consultants responding to this RFP do so solely at their expense, and the City is not responsible for any Consultant expenses associated with the RFP.

The selected firm(s) must demonstrate the ability to provide a majority of the services required and clearly identify those services which will need to be provided by a sub-consultant. The City will select a consultant on a qualification-based criteria for the services identified.

Sealed proposals will be received until **4:00 PM on Thursday, April 15, 2022** at Woodburn City Hall, located at 270 Montgomery Street Woodburn, OR 97071 or via email submission to Kathleen McClaskey at kathleen.mcclaskey@ci.woodburn.or.us. All proposals shall be marked "Woodburn Transit System, Attn: Woodburn Transit Plan Update, 270 Montgomery Street, Woodburn, Oregon 97071." Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet from the City's website at <https://woodburn-or.gov/publicworks/page/bids-and-rfps>. The Request for Proposals may also be viewed or obtained from the City of Woodburn, Transit Office located at 202 Young Street, Woodburn, Oregon 97071; or by emailing kathleen.mcclaskey@ci.woodburn.or.us. All questions should be directed to the Transit Manager at phone number 503-982-5245 or by emailing kathleen.mcclaskey@ci.woodburn.or.us. Responses to questions will be summarized in writing to all prospective Proposal respondents.

The cost of delivery of Proposals shall be the responsibility of the Proposer. The City will not accept Proposals that require payment by the City.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All Proposers are required to comply with the provisions of Oregon Revised Statutes Chapters 279 A, B, and C for Public Contracts and Purchasing and the City of Woodburn Public Contracting Rules. The Woodburn City Council is the local contract review board.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, (4) to select the proposal which appears to be in the best interest of the City, and (5) to reject for good cause any or all proposals upon a finding that it is the public interest to do so.

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PART 1 OVERVIEW

The City of Woodburn is requesting proposals from qualified firms for furnishing consultant services to develop and complete an updated Transit Development Plan. The Transit Development Plan Update (TDP) will be incorporated into the Transportation System Plan (TSP) Update. The update will account for development and growth that has occurred in the City since the TSP was updated in 2019.

PART 2 TIMELINE

<u>Schedule</u>	<u>Activity</u>
April 1, 2022	Publication Advertisement for Proposals
April 8, 2022	Deadline for Submission of Proposer Questions
April 15, 2022	Proposals due by 4:00 PM
April 16-29, 2022	Evaluation of Proposals
May 9, 2022	Notice of Intent to Award Issued
May 23, 2022	Contract Award by City Council

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL AFFECTED PARTIES.

Submittal:

Proposals shall be submitted no later than 4:00 PM Friday, April 15, 2022. Proposals shall be marked "Woodburn Transit System, Attn: Woodburn Transit Plan Update, 270 Montgomery Street, Woodburn, Oregon 97071".

PART 3 SCOPE OF WORK

The Transit Plan Update (TPU) will ensure consistency with state, regional, and county plans. It is expected that a high degree of coordination between the Woodburn Transit System's TPU and its use in any sort of future City TSP update shall occur to ensure consistency and avoid duplication of efforts. Preparation and adoption of a TPU for the City will provide the following benefits:

- Project transit facilities and services necessary to adequately support planned growth over the next 10 years;
- Help reduce traffic congestion, increase multi-modal transportation trips and reduce air, land and water pollution resulting from the current dominance of single-occupant vehicles;
- Identify and make land use code and guideline revisions needed to protect and develop a safe and efficient transit system;
- Assess financial feasibility and funding options for transit improvements and operations.

BACKGROUND

The City of Woodburn's last Transit Development Plan (TDP) was completed in 2010. Although the TDP guided the City of Woodburn in improving and expanding local transit services over the past decade, its assumptions and goals are outdated. The City endeavors to complete a TDP update to help the City adequately sustain transit services and support planned growth over the next 10 years. The updated TDP will provide a snap shot of community transit use, and include public input to better understand service gaps and challenges. The TDP will also evaluate transit connection adequacy between Woodburn and other regional providers, provide guidance to improve service efficiencies, employ data to guide future expansions and modifications of transit service and help the City plan for longer-term service sustainability. The City of Woodburn is located north of Salem and south of Portland, and located in Marion County. The City's Woodburn Transit System (WTS) provides access to businesses and homes in the Woodburn area. In addition, WTS provides out-of-town medical appointments between the Portland Metro Area and as far south as Salem.

The City assumed responsibility for transit services in 1975. Despite being a small city, Woodburn has become the hub for a network of transit services. WTS connects with the Canby CAT, Cherriots Regional, and the POINT buses.

WTS currently has 11 vehicles providing 15,000 annual trips, covering 42,000 miles, with 4,000 service hours. Currently, City has suspended Fixed Route weekday

service due to COVID, but operates Fixed Route service on Saturdays 9am-5pm and Sundays 9am-3pm. WTS plans to restore weekday service in July 2022. WTS operates an Express Route weekdays from 8am-6:30pm. Also operates demand-response service seven days a week, along with a unique out-of-town medical transportation service. The operating budget for FY21- 22 is approximately \$950,000.

STUDY AREA

The project area includes the City of Woodburn and the Urban Growth Boundary (UGB). The study area may expand beyond the UGB to include additional areas necessary to ensure a comprehensive examination of the transit systems.

OBJECTIVES

- Inventory existing transit facilities and services (information provided by City transit staff), determine current deficiencies and make recommendations to mitigate service gaps.
- Align the future transit network with planned land use within the City, adjacent communities and the regional transportation network while maintaining consistency with TSPs of affected jurisdictions.
- Develop a transit system that connects local neighborhoods to core fixed route service and the regional transit network.
- Prepare for future community growth, economic and demographic change. The City of Woodburn currently benefits from the existence of both a traditional fixed-route public transit system and a demand-responsive public transportation paratransit service. Make service recommendations that will better enable the City to address a strategic approach to meeting land use, infrastructure, and funding requirements, thereby enhancing system efficiency and effectiveness.
- Develop TDP elements that encourage a safe, efficient, multi-modal transportation network.
- Analyze the existing transit system's effectiveness when serving local neighborhoods, area businesses, and the downtown historic district. Identify the conditions and thresholds that will allow transit feasibility. These conditions may include community-wide and/or neighborhood population densities, demographic composition, fuel prices, political feasibility, and availability of funding, and/or other factors
- Plan for future ADA compliance issues by identifying necessary steps and conditions to ensure compliance with the Americans with Disabilities Act, and a plan to implement ADA accommodations.

- Recommend revisions to the City's comprehensive plan and development code necessary to support transit and implement transit projects.
- Develop and complete a broad, flexible transit plan. The plan will include route corridors, transit stop locations, and facilities for interconnecting to regional public transportation systems. The plan should be flexible to allow for unforeseen future community conditions.
- Conduct a planning process that meets all federal, state and local requirements.
- Address the needs and preferences of transit system users for accessibility and obtain broad public support for the plan.
- Coordinate TDP development with the active transportation elements of the TSP to eliminate duplication of effort.
- Coordinate with Salem Area Mass Transit District (SAMTD; aka Cherriots), Chemeketa Area Regional Transportation System (CARTS), Marion County, ODOT, other affected jurisdictions.

Consider plan recommendations and implementation actions from recent and ongoing planning by the State, SAMTD, Marion County and neighboring cities and agencies, incorporate findings as appropriate, address outstanding issues identified in adopted plans, including the State, SAMTD and Federal Regional Transit Plans (RTPs).

The TDP will be completed with input and assistance from City staff. Alternatives for system development will be considered. The TDP will include a phasing plan that considers growth and funding for a 10-year period.

OUTLINE OF TASKS

Task 1:

Project Management and Coordination: Consultant shall work with City to set up a Project Development Team (PDT) consisting of Consultant, appropriate sub-consultant staff and City staff. Consultant shall be familiar with transit services provided in the State of Oregon. Consultant shall schedule, prepare for, attend, and document PDT meetings and coordinate these activities with City.

Consultant shall prepare a detailed project schedule showing all major tasks, PDT meetings, and review milestones. The schedule must be updated monthly throughout the duration of the work by Consultant. Monthly progress reports and progress billings shall be prepared in a format approved by the City

Consultant Project Management responsibilities are:

- Contract management.
- Sub-consultant management.
- Schedule, coordinate, and supervise project work.
- Maintain liaison and coordination with City, and outside agencies.
- Prepare records of decisions.
- Prepare progress reviews.
- Monitor project budget.
- Prepare, maintain, and update project activity schedule.
- Furnish accurate account of labor and expense incurred in performance of the work.
- Provide timely responses to City and outside agencies' comments.

Task 2:

Data collection and documentation: Consultant shall obtain available information and data applicable to the Transit Plan. Review bus schedules, connections, fares, and equipment needs for services. Additionally, conduct surveys, stakeholder involvement and public meetings. Public participation may include the following: transportation providers, riders, social and government stakeholders, and representatives of Title VI populations (low income and minority groups, veterans, seniors and individuals with disabilities.)

Task 3:

Draft Plan development and review: The consultant shall present a draft plan before the PDT. The consultant will evaluate the information and prepare a summary report of any public and agency comments on the draft plan and consultant responses. The plan shall be revised following the opportunity for input.

Task 4:

Develop a final Transit Plan Update document by April 27, 2023 at the latest. Present Plan Update with staff to City Council.

Task 5:

Additional Work Tasks: The consultant is encouraged, given its experience with similar projects, to suggest additional work tasks or efforts that would be beneficial to augment the

Scope of Work. Any suggested additional work task shall include a discussion of the work effort that would enhance the final work product(s), reduce cost, or speed delivery. The cost for Additional Work Tasks shall be addressed separately within the cost proposal.

PLAN COMPONENTS

The consultant shall ensure that the following plan components are developed and approved by the City.

Component 1: Needs Assessment

Assess current transit service. Identify populations and locations needing transit services. Assess travel patterns, including origins and destinations. Assess first and last mile connections. Assess different types of public transportation to meet local need.

Component 2: Findings based upon technical planning

This component will include: Route corridors, potential stop locations and required sidewalk upgrades, connectivity with rest of region – hub/transit center, park and ride lots, airport, etc., Transit system infrastructure needs, including stops, shelters, parking, park and ride lots, ADA implications

Component 3: Financial Cost Estimates for Implementing Options and Outcomes

Assess the fiscal impacts of providing public transportation locally. Assess the cost of changes to transit operations and the implementation of new services. Determine the services that will require long-term financial planning. Produce templates for marketing materials. Identify fund source(s).

Component 4: Implementation Plan

Describe the implementation plan and include timelines and milestones for completion of tasks.

Component 5: Public Participation Documentation

Public participation can be delivered by conducting surveys, stakeholder involvement and public meetings. Participation may include the following: transportation providers, riders, social and government stakeholders, and representatives of Title populations (low income and minority groups, veterans, seniors and individuals with disabilities.) Documentation of public participation could include survey results, meeting minutes, media content, reports, advertisement and other visual and written

forms of community engagement.

All public involvement meetings must comply with Public Meeting Laws for public agencies in Oregon. The City of Woodburn will conduct all public involvement meetings and the consultant will provide technical support and facilitation services.

Transit Plan Update and component(s) will be adopted into a future TSP.

Documents for Review

The following documents are available for review to assist responders in completing the RFP:

- Transit Schedule and Route Maps
- Current inventory of transit vehicles
- Transit Budget

City Responsibilities

- City will make available to the Consultant copies of earlier obtained transit plans and planning documents for his use/reference and assist the consultant with research efforts in support of the project.
- City will participate in PDT meetings.
- City will administer the consultant contract and provide timely payment upon receipt of consultant invoices.

Addenda and Interpretations

No oral interpretations shall be effective to modify any of the provisions of the request for proposals. Every request for an interpretation shall be made in writing and addressed to the Woodburn Transit Manager and, to be given consideration, must be received at least 10 (ten) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed, emailed, or faxed to all Proposers at their respective address, if one has been furnished by each for such purposes. For this reason, proposers may choose to communicate their address by email after viewing the RFP. (Email contact is kathleen.mcclaskey@ci.woodburn.or.us)

SINGLE POINT OF CONTACT: There will be only one point of contact for this Request for Proposal. The contact point is the person listed below, unless otherwise stated. All correspondence pertaining to this RFP, the proposal process, and/or the award process shall be directed to the Contact listed below.

Woodburn Transit Manager
270 Montgomery Street
Woodburn, OR 97071
503/982-5245

Interpretations will be delivered not later than five (5) days prior to the date fixed for the opening of proposals. Addenda will also be available with the Solicitation Documents at the Woodburn Transit Department or on the City's website. Failure of any Proposer to receive or review any such addendum or interpretation shall not relieve such Proposer from any obligation under this request for proposal.

DELIVERABLES

Expectations about Transit Ridership Analysis:

- Successful proposer will perform survey(s) to determine transit use by type of trip, demographic, and perceived barriers to transit usage, i.e. availability of parking, fares, destinations, etc.

Expectations about Written and Graphic Deliverables:

- All Draft written (text) and graphic deliverables may be transmitted electronically. Specific number of hard copies for Final versions of memorandums, maps, Plan Concept, and the Plan are further specified in the Tasks. All completed products must be delivered in a format facilitating posting to the City's web site.
- Electronic versions of written (text) deliverables must be in MSWord. Written and graphic/map deliverables must include the project name, a title that refers to the contract deliverables, Draft number, subtask number, and date of preparation. Hard copies must be printed double-sided.
- Graphics must be delivered in PDF format and in their native format. All graphic deliverables must be documented with project name, title that corresponds to the contract deliverables, Draft number, a legend, and date of preparation. Electronic versions of base and plan maps must be in color, but must be legible in black and white. Maps and graphics must be prepared in ArcGIS, where specified in Tasks. The City shall provide available Geographic Information System (GIS) data.

PART 4 PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

- A. List firm size and years in business.
- B. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- C. If engineering services are required as part of this RFP, please provide verification the consultant (or sub consultant) is a licensed Professional Engineer in the State of Oregon.
- D. Completed Non-Discrimination Form; The successful Proposer agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. Proposer must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as "Attachment B.")
- E. **Demonstrated Understanding** - Include a statement of demonstrated understanding of the project and its requirements as they relate to the objectives.
 - a. Provide a detailed work plan that describes how the Consultant will organize and conduct the project by task. This plan must include all major phases of the project, with targeted completion dates for each phase and tasks of the project, as well as for each required deliverable. If the project can be completed in a shorter timeframe than the deadline shown in the above mentioned schedule (see Part 2 TIMELINE), please indicate the proposed schedule.
 - b. Include an explanation of any modifications of the work items and Scope of Work presented in this request for proposal.
 - c. Provide a definition of how the Consultant will ensure project progress and quality control.
 - d. Include a separate and specific description of each point in the RFP that is not completely met by the Proposal. If, in your project description you proposed an alternate approach to the RFP tasks, indicate that in this Proposal section.
 - e. If the proposer has covered all items in the RFP, then this section should include the statement "All RFP items have been covered in this Proposal".

- f. **Qualifications, Organization and Staffing of Firm** - Qualifications of the proposed project firm relating specifically to their ability to satisfactorily complete the items outlined in the Scope of Work and their ability to work with City staff. A Clear description of the relationship of project firm members, lines of authority, and areas of responsibility of all key members.
- g. Provide a statement that portrays how the qualifications, experience and education of the Consultant's and sub-consultant's key personnel relate to the described work. The response should address the following:
- i. Key personnel experience with this type of project, and familiarity with the City of Woodburn.
 - ii. A listing of other individuals on the team that would support the completion of this project, with a summary of each team member's area of responsibility, expertise, experience and qualifications for this work.
 - iii. When outlining the competence and experience of individuals proposed for assignment to this project, include a brief resume, or description of responsibilities in similar transit planning projects; education, certifications and licenses held, training, experience, and membership in professional organizations. Also identify the project manager who will direct the work.
 - iv. If any sub-consultants are proposed, provide a list of tasks assigned to each, and the names, responsibilities and qualifications of those sub-consultants.
 - v. A narrative Management Plan that describes how the Applicant's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
 - vi. Address the level of field staff, review staff and management continuity that the City may reasonably expect over the length of the contract; and
 - vii. Explain how City personnel would be utilized to assist during the project, indicating an approximate time requirement for each function.
- h. **Demonstrated Accomplishments** - Provide up to five (5) project examples of demonstrated accomplishments of the firm in the areas that are identified in the Scope of Work.
- i. **Reasonableness of Cost and Price** - Include a cost proposal for the work as described in the Scope of Work. The cost estimate will not be solely used to select the Applicant. The City will seek the services of the most qualified contractor and project team for this project.

- j. Present a “Lump Sum Amount Not to Exceed Total” fee cost proposal. In addition, the CONSULTANT shall provide titles of the persons working on each task, an estimate of the person-hours and their hourly rates for each of the tasks. Provide the estimate of staff hours in spreadsheet format and at a minimum include total hours by task, and name or classification, in addition to a total for the entire project; and
- k. Provide the fee structure your firm will use when charging the City for any special requests, reports, additional services, or broadening of the scope of services, including any variation in fee based upon the staff classification requirements of the task.
- l. References and Additional Supporting Information (not scored, or counted toward page limit) - Supporting materials should include only resumes, references and a public client list. The reference list shall have no more than five clients, preferably within the State of Oregon that can attest to the quality and variety of services provided by your firm with projects similar to this one. Please include the contact name, address, phone number, fax number and e-mail of the contact person for each reference. Detail the type of work done that supports the listed mandatory requirements in this RFP. In addition, include a total public client list and contact person for the last two years or the last ten clients, whichever is least. If there is no additional information to present, state: "There is no additional information we wish to present".

PART 5 EVALUATION OF PROPOSALS

Each proposal will be judged on the completeness and quality of content, and as a demonstration of the Consultant's qualifications.

The selection will be made on a competitive basis, using scoring based on the evaluation criteria listed below, in combination with interview scores, if conducted.

The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score and rank proposals according to the criteria set forth below. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

No prequalification will occur. The successful Proposal shall be selected in a single-tier competitive process.

Evaluation Criteria

Demonstrated Understanding – 25 points maximum

- Completeness of proposal
- Demonstration of understanding of the work to be performed
- Approach to citizen participation and community involvement
- Approach to be taken in completing the Scope of Work
- Creativity and use of innovative ideas towards problem-solving and addressing community issues
- Degree to which the proposal accomplishes the Scope of Work
- Resources and flexibility to demonstrate ability to meet the project time frame and schedules

Qualifications, Organization and Staffing of Firm – 25 points maximum

- Organization strength and stability
- Experience and technical competence related to transit and public transportation planning
- Education and experience of project staff
- Key personnel's level of involvement in performing and/or oversight of related work
- Evaluations provided by previous clients

Demonstrated Accomplishments – 25 points maximum

- Experience with projects similar in scope and size
- Experience working in similar communities and projects
- Experience completing projects within established deadlines

Reasonableness of Cost and Price – 25 points maximum

- Reasonableness of the fee proposal with other proposals received
- Adequacy of the data in support of figures quoted
- Basis on which prices are quoted
- Estimated total number of hours to be devoted to the project
- Benefit and value provided for the cost
- Fee structure for any additional services beyond the scope of the project engagement

Ranking of each firm will be based on the sum of points awarded, based on the Evaluation Criteria. A maximum total score of 100 points is possible. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

PART 6 SELECTION PROCESS

The City shall use the following selection process:

- A. The selection committee, comprised of at least two members, will evaluate the proposals based on the submitted information.
- B. The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation.
- C. The Selection Committee shall engage in negotiations with the highest ranked proposer with the objective of obtaining written agreement on:
 - Consultant's performance obligations and performance schedule
 - Payment methodology and maximum amount payable to the Consultant for services outlined in the Scope of Work. The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Consultant.

(If negotiations with the highest-ranking Proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and will begin negotiations with another candidate.)

- D. The Notice of Intent to Award shall be given.
- E. The City Council shall award the contract.
- F. The City and the selected Consultant will enter into an agreement for the work.

PART 7 SUBMITTAL REQUIREMENTS

A. Proposal

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

There are a maximum number of pages and minimum text font size permitted for each item of information. A proposal exceeding 20 pages in length and text font size less than 11 will be considered non-responsive and the proposal will not be considered. Supporting information shall be in a separate section, at the end of the proposal, and not counted in the page limit requirements. Front and back covers, as well as, section dividers are not counted in the page limit requirements. A one page table of contents is not counted in the page limit requirements. Each page shall be 8.5" x 11", unless otherwise noted. When using double-sided printing, each side of the page is counted as one page.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their Proposals. Additionally, the City may reject or accept any or all Proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of Proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its Proposal that are proprietary.

An unbound original and four (4) proposals are due in to the **Woodburn City Hall at 4:00 p.m. local time on Day, April 15, 2022**. Proposals may also be submitted via email submission to Kathleen McClaskey at kathleen.mcclaskey@ci.woodburn.or.us. All proposals shall be marked "Woodburn Transit System, Attn: Woodburn Transit Plan Update, 270 Montgomery Street, Woodburn, Oregon 97071." Proposals submitted after this time will be returned to the proposer unopened. No faxed or e-mailed proposals will be accepted. Proposals are to be submitted by mail or hand delivery in a sealed envelope bearing the name, address, phone, fax and e-mail of the proposer and the name of the project to:

City of Woodburn
Transit Manager
270 Montgomery Street
Woodburn, OR 97071
503/982-5245

B. Cover Letter

A Cover Letter shall accompany the Proposal and it shall state that all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached) are accepted by the Proposer. If the Proposer has suggestions regarding the terms and conditions of the Contract, these can be included in the Cover Letter. The Cover Letter and the Proposal must be signed by a legal representative of the Proposer firm, authorized to bind the firm in contractual matters. Documentation of independent contractor status, mentioned in Part 4 of this RFP, shall be included in the Cover letter.

C. Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

PART 8 OTHER REQUIREMENTS

A. Proposal Acceptance

Proposal shall be legally binding as an offer for a period of 90 days after the closing date. Each Proposer may withdraw its Proposal if it has not been accepted within sixty (60) days from the RFP closing date. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records

All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information that is considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

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

D. Form of Agreement

A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal

E. Proposal Rejection

The City reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements;
2. To reject any proposal not meeting the specifications set forth herein;
3. To waive any or all irregularities in proposals submitted;
4. To reject all proposals;
5. To award any or all parts of any proposal; and

6. To request references and other data to determine responsiveness.

F. Notice of Selection

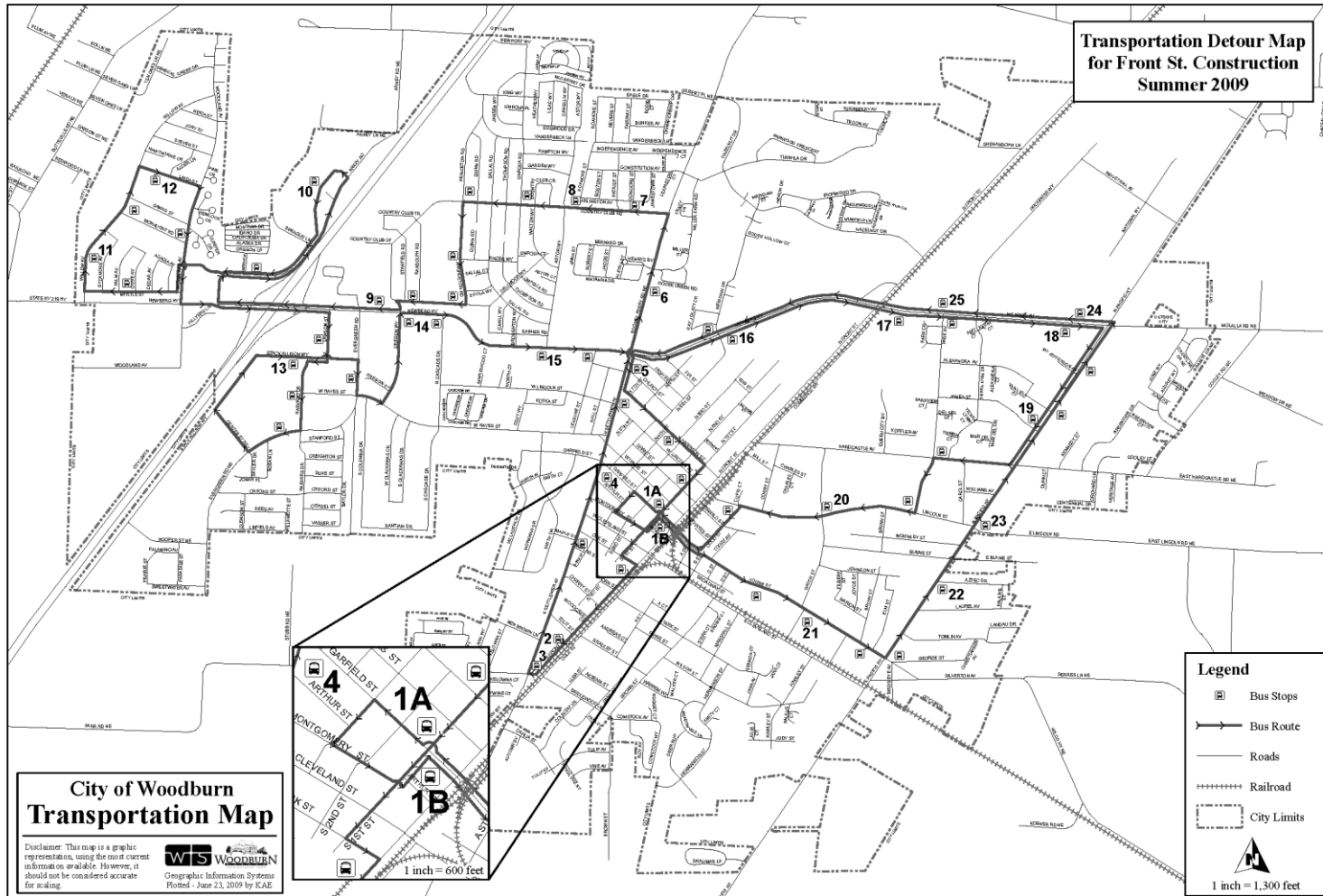
The City shall give written Notice of Selection to all Proposers at least 7 (seven) days prior to the contract award.

G. Protest Process

Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

PART 9 INFORMATION FOR PROPOSERS

A. Transit System Map



Attachment "A" Personal Services Contract

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY needs certain professional consultant services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to _____ are incorporated by reference and are a part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.
- C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.
- D. It is understood that _____ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- D. The contact person on the Project for CITY is designated as _____. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before _____.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

Section 6 – Termination

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.
- B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NO ASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

- A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.
- B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.
- D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.
- G. CONSULTANT shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;
 - G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and
 - G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- H. The CONSULTANT shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONSULTANT:

Kathleen McClaskey
Transit Manager
City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONSULTANT:

By: _____
Scott Derickson

By: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

Attachment "B" Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer/proposer, the bidder/proposer/proposer hereby certifies to the City of Woodburn that this bidder/proposer/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

Attachment "C" FEDERAL REQUIREMENTS

ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED. Contractor shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations, "Contracting Officer" means the Woodburn Transit Manager.

The following provisions and references can be reviewed in Purchasing.

Contractor shall comply with the following provisions regardless of the contract amount:

<u>Drug and Alcohol Testing</u>	49 U.S.C. §5331 49 CFR PARTS 653 & 654 49 CFR PART 661
<u>Charter/School Bus Requirements.</u>	49 U.S.C. §5323 (d) 49 CFR PT 604 & 605
<u>Cargo Preference</u>	46 U.S.C. 1241 46 CFR PART 381
<u>Seismic Safety</u>	42 U.S.C. 7701 et seq 49/ CFR PT 41
<u>Energy Conservation Requirements</u>	42 U.S.C. 6321 et seq 49 CFR PART 18
<u>Bus Testing</u>	49 U.S.C. 5323 (c) 49 CFR PART 665
<u>Pre-Award and Post Delivery Audit Requirements</u>	49 U.S.C. 5323 49 CFR PART 663
<u>Access to Records and Reports</u>	49 U.S.C. 5325 18 CFR 18.36 (l) 49 CFR 633.17 49 CFR PART 18
<u>Federal Changes</u>	
<u>No Government Obligation to Third Parties Program Fraud</u>	31 U.S.C. 3801 49 CFR PART 31 18 U.S.C 1001 49 U.S.C. 5307 5 U.S.C. 552 NUMEROUS, SEE MANUAL
<u>Federal Privacy Act Requirements Civil Rights</u>	
<u>Patent Rights, Rights in Data</u>	37 CFR PART 401 49 CFR PARTS 18 & 19
<u>Transit Employee Protective Agreements</u>	49 U.S.C. § 5310, § 5311, § 5333 29 CFR PART 215 49 CFR PART 23
<u>Disadvantaged Business Enterprises State and Local Law Requirements Incorporation of Federal Transit Administration (FTA)</u>	FTA CIRC 4220.1D

Contractor shall comply with the following provisions if this is a construction contract exceeding \$2,000:

<u>Davis-Bacon Act</u>	40 U.S.C. & 167; 276a-276a-5 (1995) 29 CFR § 5 (1995)
<u>Contract Work Hours and Safety Standards</u>	40 U.S.C. § 327-333 29 CFR § 5, 29 CFR § 1926
<u>Copeland Act</u>	40 U.S.C. 276c, 29 CFR § 3 29 CFR § 5

Contractor shall comply with the following provisions if this contract amount exceeds \$10,000:

<u>Recycled Products</u>	42 U.S.C. 6962
<u>(Total purchased in current or prev FY)</u>	40 CFR PART 247, EX. ORDER 12873
<u>Termination</u>	49 U.S.C. PART 18, FTA CIRC 4220.1D

Contractor shall comply with the following provisions of the Federal Acquisition regulations (FAR) if this contract amount exceeds \$100,000:

<u>Government-wide Debarment and (Suspension Nonprocurement)</u>	49 CFR PART 29, EXECUTIVE ORDER 12549
<u>Buy America Requirements</u>	49 U.S.C. §5323 (j)
<u>Clean Water</u>	33 U.S.C. 1251
<u>Lobbying</u>	31 U.S.C. 1352 49 CFR PART 19
<u>Bonding Requirements</u>	FTA GRANT AGMT PT II SEC 118 (h&l)
<u>Clean Air</u>	42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR PART 18 49 CFR PART 20
<u>Breach of Contract and Dispute Resolution</u>	49 CFR PART 18, FTA CIRC 4220.1D

CFR=Code of Federal Regulations

U.S.C.= United States Code
EO=Executive Order

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