

REQUESTS FOR PROPOSALS
FOR COLUMBIA COUNTY RIDER TRANSPORTATION
PUBLIC TRANSIT OPERATIONS SERVICES

COLUMBIA COUNTY, OREGON

February 14, 2022

PROPOSALS DUE:

**March 28, 2022
4:00 p.m.**

PROPOSALS DUE AT:

Columbia County Courthouse
Transit Department
230 Strand Street
St. Helens, Oregon 97051

SINGLE POINT OF CONTACT (SPC) FOR RECEIPT OF PROPOSALS:

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Transit Director
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CONTRACTORS SHALL USE RECYCLABLE PRODUCTS TO THE MAXIMUM
EXTENT ECONOMICALLY FEASIBLE IN THE PERFORMANCE OF THE CONTRACT
WORK SET FORTH IN THIS DOCUMENT.

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Sample Contract
 Exhibit A Transit Service Area Boundaries
 Exhibit B Transit Service Schedules
 Exhibit C Non-Emergency Medical Transportation Contract
 Exhibit D Reference Questionnaire
 Exhibit E State Grant Requirements
 Exhibit F Federal Requirements
 Exhibit G Drug and Alcohol Program Requirements
 Exhibit H List of County-Owned Vehicles
 Exhibit I Summary of Current Wage Scale, Benefits & Seniority
 Exhibit J Dial-A-Ride and Commuter Route Rider's Guide
 Exhibit K Pre-Trip/Post-Trip Inspection Form
 Exhibit L Budget Form
 Exhibit M FTA Certifications

I. REQUEST FOR PROPOSALS (RFP)

Columbia County is requesting proposals from qualified private firms for the daily operation of the Columbia County Rider Transportation System (“CC Rider” or the “Program”), a public transit system in Columbia County, Oregon. CC Rider is a department of Columbia County and provides general public transportation, which currently consists of a weekday commuter route between St. Helens and Downtown Portland, curb-to-curb demand response/dial-a-ride services and non-emergency medical transportation (“NEMT”).

After operating at a deficit for several years, a new management team has been put in place and a number of service changes have been implemented bringing financial stability to the Program. A new contract vendor/partner will be a critical part of this evolution.

A. Service Category Summaries. Columbia County is seeking a qualified private firm to perform the following services for its CC Rider public transportation system:

- 1. Vehicle Operators.** Provide and manage professional, customer-service oriented vehicle operators for timely and reliable commuter and demand response/dial-a-ride public transportation services that meet federal and state transit laws, rules and regulations.
- 2. Dispatch Services.** Provide professional, customer-service oriented dispatchers to schedule rides for the system and provide rider information and travel/mobility training to riders in the use of CC Rider. Coordinate with operators on routes, rides and monitoring of the daily service. Answer questions from the public about routes and service.
- 3. Vehicle & Facility Cleaning and Maintenance.** Provide and manage staff focused on washing bus exteriors, cleaning and sanitizing bus interiors, basic janitorial duties and assisting the County vehicle maintenance personnel with shop cleaning and basic vehicle maintenance tasks.

Note: Columbia County provides preventive maintenance and basic repairs for the vehicle fleet and oversees repair work performed by third-party shops.

The resulting contract will be for 3 years with the option to extend for two additional one-year terms at the County’s discretion. A sample contract is included in this RFP, and submittal of a proposal shall constitute proposer’s agreement to enter into the County’s form of contract. Qualified proposers must have a minimum of three years of experience providing similar services; must be able to comply with FTA, ODOT and Columbia County laws, rules and regulations; or must have the proven ability to comply on or before the first day of the service.

The chosen contractor(s) will be required to comply with all applicable federal and state laws, rules and regulations related to the Program. The Program is funded by Federal Transportation Authority and other grants. The chosen contractor will be required to comply with all such grant requirements.

B. Current Transit Services. All program services performed by the Contractor under this agreement shall be as follows and open to the general public:

1. **Commuter Services, approximately 2,800 service hours/year:** Weekday early morning and late afternoon/evening service between St. Helens and downtown Portland.
2. **Demand Response/Dial-A-Ride Services, approximately 4,200 service hours/year:** Provide weekday curb-to-curb demand response/dial-a-ride service in and around the communities of Scappoose, St. Helens, Columbia City, Vernonia, Rainier and Clatskanie. Demand response/dial-a-ride service also includes “Portland Medical Service”, which consists of once-weekly group trips to Portland Metro Area hospitals and medical facilities.
3. **Non-Emergency Medical Transportation (“NEMT”) (service hours included above, under Demand Response/Dial-A-Ride):** The chosen contractor will be required to provide NEMT services as required under the County’s Blanket Purchase Agreement with Tillamook County Transportation District, which is attached hereto as Exhibit C and incorporated herein by **reference**.

All transit services are governed by the “Dial-A-Ride and Commuter Route Rider’s Guide”, attached hereto as Exhibit J and incorporated herein by this **reference**.

C. Estimated Procurement Schedule. The following schedule is intended to provide general information about the County’s RFP schedule. The County reserves the right to amend the schedule. With the exception of the deadline to submit proposals and Pre-Proposal meeting, the County will not notify Proposers of any such changes.

Issue RFP	February 14, 2022
Optional Pre-Proposal meeting at 10:00 a.m.	March 8, 2022*
Questions/Requests for Clarification due	March 15, 2022
Answers to Questions/Requests for Clarification Issued	March 18, 2022
Proposals Due at 4:00 p.m.	March 28, 2022*
Evaluation Committee Review	March 31, 2022
Contractor Interviews	April 7, 2022
Notice of Intent to Award issued	April 12, 2022
Contract Negotiations	April 14-26, 2022

Final Contract Signing
Begin Program Operations

May 11, 2022
July 1, 2022

With the exception of the dates marked with an asterisk (*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all applicable deadlines.

This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this RFP may result in rejection of the proposal. This RFP is issued under the authority of the Columbia County Board of County Commissioners. All communications pertaining to this RFP shall be directed to the SPC.

II. SCOPE OF SERVICES

A. Vehicle Operators.

Operators are the public face of CC Rider. They are responsible for providing rides for users of the transit system, collecting fares, ensuring that vehicles are road-worthy before leaving the yard and for disseminating information to passengers about routes, times and destinations. Because operators are an integral part of the Program, it is important that operators provide service that is professional, caring and empathetic to the needs of riders.

- 1. Operator Qualifications.** The selected contractor is required to ensure that its operators meet the following minimum qualifications. Proposer shall certify that it can meet the minimum qualifications in its proposal.
 - a. Operators are licensed in the State of Oregon to provide the service, and are at least twenty-one (21) years of age.
 - b. Operators have current Commercial Drivers Licenses (CDL); Class B with Passenger and Air Brake endorsements. Exceptions may be approved on a case-by-case basis by the Program's Transit Director, but only for operators who exclusively provide demand response/dial-a-ride service.
 - c. Operators are required to wear uniforms that consist of white button-down or polo shirts with slacks, shorts, or skirts in either black, navy blue or khaki color. An identification card, which has the operator's name and photo, will be worn at all times the operator is on duty, the identification card will be readily visible to the public. Operators must be well groomed.

2. Operator Training. The chosen contractor shall provide operator training in at least the following areas:

- a. Defensive driving including emergency situations;
- b. Passenger sensitivity and customer service;
- c. Basic knowledge of Americans with Disabilities Act responsibilities of operators;
- d. Use of accessibility equipment such as lifts, tie-downs, etc;
- e. All operators must complete and show proof of successful completion a minimum of 20 hours cumulative training including: behind the wheel (defensive driving) training including classroom instruction; rider assistance training; drug and alcohol training; and emergency procedure training. Geographic familiarity may also be required;
- f. All costs associated with employee uniforms and training shall be the responsibility of the chosen contractor. The chosen contractor shall be responsible for ensuring that each operator is properly acquainted with the requirements for services to be provided under the contract and his/her responsibilities as an operator;
- g. All operator training must be completed prior to operating a vehicle for the County transit program. The chosen contractor shall, upon request, provide the County with documentation of all required training and certifications and a schedule for refresher trainings and certification renewals.

3. Criminal and Driver Background Checks. The chosen contractor shall conduct, at a minimum, yearly evaluations that will include updated criminal and operator driving history checks. The chosen contractor shall, upon request, provide documentation that criminal and background checks have been completed within 30 days of the hiring of a qualified operator or other personnel, including management personnel, and at the beginning of each fiscal year (July 1) for all employees. The operators' driving records shall be obtained from the Oregon Department of Motor Vehicles and be reviewed by the contractor to ensure compliance with following driving policies:

- a. An operator shall have no more than one moving violation for each year of the last three years prior to the application of this program (personal and commercial records inclusive);
- b. If a driver's license has ever been suspended, the operator must have three full subsequent years with no violations;

c. If a driver's license has ever been revoked, the operator must have three full subsequent years with no violations;

d. Under no condition may an applicant be accepted as an operator if he or she has been convicted of: (1) a felony, (2) a drug or alcohol offense in the past three years, or (3) any sexual crime; and

e. Contractor shall require that every operator must inform his or 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.

4. Alcohol and Drug Compliance. The selected contractor will be responsible for operator hiring, orientation and on-going training, supervision, and evaluation, and shall conduct alcohol and drug testing in compliance with Federal Transit Administration 49 CFR, Part 655. In accordance with FTA and ODOT laws, rules and regulations, the County is required to monitor the chosen contractor's Alcohol and Drug program to ensure compliance.

5. Vehicle Logs. The chosen contractor will be required to keep vehicle logs for each day of service. Logs shall include operator's name, number of passengers, passenger names (demand response/dial-a-ride only), associated fares, scheduled and actual pick-up times, addresses, mileage, vehicle(s) utilized, no-shows and other pertinent information as required in this RFP.

6. Program Services. The chosen contractor for Vehicle Operators will provide operators for a variety of County-owned public transit vehicles, who will transport passengers, make designated stops as required, accept fares, give general directional information, ensure vehicles are road-worthy before leaving the yard, and perform other duties as stated herein. All program services performed by the contractor shall be as follows and open to the general public:

a. Commuter Services. Commuter services shall be provided in accordance with the existing schedules which are attached hereto as Exhibit B, and are incorporated herein by this **reference**. The schedules may be revised at any time by the County to address cost efficiencies, convenience, ridership rates and usage or if there is a reduction in funding to support the service.

(1) Definition of Service. A commuter bus service is a public transportation service that follows a regular, defined bus route and schedule, making no deviations while in route. Commuter service is also referred to as "intercity" service and such service is characterized by routes of longer distance with fewer stops.

(2) Service Details. The service hours for this service shall be between approximately 4:30 a.m. and 7:30 p.m., Monday through Friday, excluding holidays, as addressed herein. The schedule outlined in this paragraph

may be reviewed at any time and may be adjusted by the County to reflect funding availability, usage, coordination with other transit agencies, and convenience of access. County approval is required before any revisions can be made to the schedules. Other stop sites may become available, such as park and ride sites. Contractor must be able to incorporate any new stop site into the schedule as it becomes available. Contractor can also suggest new stop sites, but must obtain County approval for any new stop sites so that County can assess community need and maximize system cost efficiency and effectiveness.

(3) Existing Routes.

i. Line 1 from the St. Helens Transit Center to Lincoln High School and SW 5th Avenue and Salmon Street, with interim stops in St. Helens, Scappoose and Linnton and the N.W. Portland industrial area.

(4) Route Expansion or Reduction. The County may add or reduce commuter services at any time based on funding. Any expansion or reduction in commuter services must be made in the least disruptive manner possible. Expansion or reduction in service will not change the hourly rate for service unless there is mutual agreement to do so.

b. Demand Response/Dial-A-Ride Services. Contractor shall provide curb-to-curb demand response/dial-a-ride service in and around the communities of Scappoose, St. Helens, Columbia City, Vernonia, Clatskanie and Rainier. Demand response/dial-a-ride services may be limited to specific days and times in some areas and also includes once-weekly “Portland Medical Service”, which consists of group (two riders or more in a single trip) trips to Portland Metro Area hospitals and medical facilities. The Contractor is encouraged to bundle rides where possible to improve efficiency and cost effectiveness for trips.

(1) Definition of Service and Service Boundaries. A demand response/dial-a-ride service is a curb-to-curb public transportation service which does not follow a fixed route and is available on a first-come, first-served basis by reservation only. Riders may call for service originating from any location within the respective service area. The demand response/dial-a-ride services provide service to the elderly and persons with disabilities, as well as to the general public. The service area boundaries for demand response/dial-a-ride services are the same as the school district boundaries in each respective community, with the exception that destinations may include Longview/Kelso, WA. and Banks, OR. The school district boundaries are shown in Exhibit A, which is attached hereto and is incorporated herein by this **reference**.

- (2) Service Hours. Demand response/dial-a-ride service hours will vary in each service area between approximately 7:30 a.m. and 5:30 p.m., Monday through Friday, excluding the holidays listed herein. The Transit Director will set the specific hours for each service area. Service hours in each of the service areas may be reviewed at any time and may be adjusted due to changes in funding, usage, coordination with other transit agencies, and convenience of access. County approval is required before any revisions can be made to the schedule.
- (3) Expansion and Reduction. County may add or reduce services at any time based on funding. Any expansion or reduction in services must be made in the least disruptive manner possible. Expansion or reduction in service will not change the hourly rate for service unless there is mutual agreement to do so.
- c. **Non-Emergency Medical Transportation (NEMT).** During the Term of the Contract, Contractor must be eligible to provide NEMT services in accordance with Medicaid rules and the County's Blanket Purchase Agreement, attached hereto as Exhibit C and incorporated herein by **reference**. The service area for NEMT service is the same as the service area for demand response/dial-a-ride service. Contractor shall not turn down general public transportation riders to provide NEMT trips, and the Contractor is encouraged to bundle rides where possible to improve efficiency and cost effectiveness for trips.
- d. **Rider Attendants.** Contractor is not required to supply attendants, but must allow riders to be accompanied by their attendants, if so requested. The attendants will not be charged a fare.
- e. **Passenger Safety.** Contractor is required to use the highest degree of safety in the operation of equipment and assistance of riders. Contractor shall prohibit operators from physically lifting passengers from scooters to seats, and lifting wheelchairs/scooters into any vehicles. Contractor shall comply with all ADA laws regarding passenger assistance and safety.
- g. **Public information.** Contractor shall provide information to the public regarding transit services in Columbia County in coordination with the Transit Director.
- h. **Advertising Revenues.** Contractor may not affix advertising material to the outside of vehicles, nor post advertising inside of the vehicle, nor pass out advertising to passengers without express approval of the County. The County may choose to sell advertising on bus interiors and exteriors.
- i. **Other Assistance.** Contractor will assist and advise County in managing the transportation services including, but not limited to: procurement of

capital items (e.g., vehicles and radios); safety; accident investigation; agency liaison; general administration; and cost allocation.

- j. **Personal Use.** Contractor and its employees shall not use the vehicles provided by County pursuant to this contract for personal use (e.g., personal errands or shopping.)
- k. **Reporting of Accidents/Emergencies.** Operators shall immediately notify dispatch in the event of any traffic accident or medical emergency that involves a vehicle used in the performance of this Contract. Dispatch shall promptly advise the appropriate authorities and County of the accident or emergency.

7. Performance Standards and Reporting Requirements. The chosen contractor for operator services shall comply with the standards and requirements in this section. The County may, at its sole discretion, assess liquidated damages as described in Section D, below, for failure to meet established performance standards and reporting requirements.

a. Commuter Performance.

- (1) Standard. A commuter trip will be considered “on-time” if arrival time at each scheduled stop is within five (5) minutes +/- deviation of the scheduled arrival time. The Contractor shall provide a minimum of 90% on-time commuter trips. If a trip is not “on-time” it is either “late” or “early” if the cause of not being “on-time” is within the Contractor’s control. Operators shall be required to stay at each stop until the scheduled departure time.
- (2) Missed Runs. For commuter, missed runs include those that depart thirty (30) minutes or more behind schedule or are not run at all.
- (3) Operators shall complete the daily driver sheets provided by dispatch. All driver sheets shall be returned to dispatch at the end of shift for each route and day of service. The daily drivers sheets will show information for each trip: date, day and time of service, rider classification, rider origin, number of riders per trip, fares collected, beginning and ending odometer readings and other data and information needed to comply with all laws, rules and regulations applicable to the funding for this contract.
- (4) Contractor shall keep daily vehicle inspection reports, which shall be provided to the County on a monthly basis no later than the 10th of the month. Completed daily inspection forms shall be accessible to the County at all times. County may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

- (5) ADA Capacity. Contractor shall assure that people with disabilities are afforded equivalent access to service as compared to individuals without disabilities.
- (6) Monthly Report. Contractor shall provide a monthly on-time compliance report including the data collected from daily driver sheets on or before the 10th of the month following the report month. The report shall include the reason for any late or missed runs, the number of and details for any accidents, list of new or terminated employees for fleet fuel card purposes and number of operator complaints received.

Breakdowns. Any breakdown or accident of any kind or extent during revenue service must be reported to the Transit Director within 1 hour of incident.

b. Demand Response/Dial-A-Ride and NEMT Rides Performance.

- (1) Standard. Demand response/dial-a-ride and NEMT trips will be considered “on-time” as long as they are served within a window of +/- fifteen (15) minutes deviation from the scheduled pick-up and drop-off times. The Contractor shall provide a minimum of 80% on-time demand response/dial-a-ride/NEMT trips. If a demand response/dial-a-ride trip is not “on-time” it is either “late”, or it is “early” if the cause of not being “on-time” is within the Contractor’s control. Unless advised otherwise by dispatchers, operators shall be required to stay at the pick-up location until five (5) minutes after the scheduled pick-up time if scheduled rider has not presented themselves.
- (2) Missed Trips. For demand response/dial-a-ride and NEMT, missed trips include those in which the rider is never picked up or is picked up sixteen (16) minutes or more after the scheduled pick-up time.
- (3) Contractor shall keep daily vehicle inspection reports, which shall be accessible to the County at all times. County may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.
- (4) ADA Capacity. Contractor shall assure that people with disabilities are afforded equivalent access to service as compared to individuals without disabilities.
- (5) Data Collection, Records and Reporting. the reason for any missed demand response/dial-a-ride/NEMT trips, no shows, mileage, late cancellations, dead head miles, and other data as necessary to comply with and complete required reports in accordance with ODOT-PT and FTA laws, rules and regulations.

- (6) Monthly Report. Contractor will provide a monthly report that provides the data points listed above, the number of and details for any accidents, a list of new or terminated employees for fleet fuel card purposes and number of operator complaints received. Monthly reports are due on or before the 10th of the month following the report month, along with Contractor's invoices for payment.

Breakdowns. Any breakdown or accident of any kind or extent during revenue service must be reported to the Transit Director within 1 hour of incident.

B. Dispatch Services.

1. **Description.** The chosen contractor will provide dispatch service to schedule and coordinate rides for the transit system. A dispatcher must be available by radio or phone at all times when a driver and vehicle are in service.
 - a. Dispatch services include the operation of the County's ride scheduling and dispatch system (Ecolane) and any other systems adopted for trip scheduling purposes by the County.
 - b. Contractor will provide dispatch training and on-going training in the County's Ecolane dispatch system. Training can be provided through technical assistance provided by Ecolane personnel or by webinars. Dispatchers will receive training and information to allow for a level of familiarity within the area CC Rider serves and the availability of transit services and facilities on a regional level.
 - c. Dispatchers will coordinate scheduling with operators and riders in a positive and professional customer service oriented manner that assures riders and operators that service is important. A pleasant experience is the goal. Dispatchers and/or a direct after-hours contact person must be available to operators from the time they leave the property until the time they return.
 - d. Dispatch services are responsible for collecting and providing the County with rider data on all routes so that County can report such data to ODOT in compliance with ODOT and FTA reporting requirements.
 - e. Dispatch will provide travel and mobility training to the public seeking rider information on the CC Rider services and operations.
 - f. Dispatch may be required to provide follow-up on complaints and comments received from the public and from riders using our service (if requested by the CC Rider staff). All follow-up will be done in coordination with CC Rider staff in order to provide a response that is appropriate.

2. **Efficiency.** For demand response/dial-a-ride and NEMT rides and subject to vehicle availability, contractor is responsible for choosing the best combination of riders and routes on each vehicle trip to ensure the shortest distance/time combinations for each trip to maximize the efficiency of the service.
3. **Reservations.** Contractor will operate a dispatch and scheduling system at the transit administration office in St. Helens, Oregon, and coordinate, transmit and work with operators to schedule rides. County will pay for, and maintain phone lines as required for demand response/dial-a-ride and NEMT service areas. Contractor is responsible for providing employees to answer and/or respond to requests for demand response/dial-a-ride and NEMT services. Proposers should provide details on how they will handle the dispatch and ride schedules, and provide efficient, friendly and helpful service to the public.
4. **Vehicle Availability.** Contractor shall coordinate with County vehicle maintenance personnel to determine vehicle availability on a daily basis to make sure that there are adequate vehicles available for service on any particular day.
5. **Inspection Logs.** Contractor shall collect and disperse the daily pre- and post-trip inspection sheets and work with the County vehicle maintenance personnel to maintain a record of the sheets for inspection by ODOT/FTA and County, should they be asked to provide them.
6. **Rider Assistance.** The chosen contractor, as part of the dispatch and scheduling, is expected to provide travel training, trip planning and information to the public regarding transit services in Columbia County and surrounding areas.
7. **Performance Standards and Reporting Requirements.** The chosen contractor for dispatch services shall comply with the standards and requirements in this section. The County may, at its sole discretion, assess liquidated damages as described in Section D, below, for failure to meet established performance standards and reporting requirements.
 - a. **Rides Per Hour.** Contractor shall strive to maintain a minimum monthly average of 2.5 rides per revenue hour of service.
 - b. **In-Vehicle Time.** Except in cases of extremely distant start and end points, including "Portland Medical Service", riders shall not spend more than 60 minutes in a vehicle per trip. Aside from the exceptional cases noted above, contractor shall provide a minimum of 90% of trips under 60 minutes duration each.
 - c. **Customer Service.** Contractor shall provide a sufficient number of employees to answer and/or respond to requests for demand response/dial-a-ride and NEMT services. Maximum wait time for phone-in scheduling should be no longer than three minutes. Scheduling must be available from 7:30 a.m. to 5:30 p.m., Monday

through Friday. An answering machine must be available at all other hours. Calls received after hours must be returned by 8:00 a.m. on the next business day. Same day calls must be returned as quickly as possible.

- d. **ADA Capacity.** Contractor shall ensure that people with disabilities are afforded equivalent access to service as compared to individuals without disabilities.
- e. **Data Collection, Records and Reporting.** Contractor shall generate driver sheets with the required data that operators will then complete and return to dispatch. Contractor shall collect and provide rider data, including, but not limited to, trips requested, trips denied and the reason for denial, returned NEMT trips, and other data as necessary to comply with and complete required reports in accordance with ODOT-PT and FTA laws, rules and regulations.
 - (1) Contractor shall collect data on the number of riders including elderly and disabled riders and other data as requested by Columbia County, ODOT and FTA.
 - (2) Monthly Reports. Contractor shall provide monthly written reports that include the data points listed above using Excel spreadsheet software and/or dispatch software provided by the County, or in another mutually agreed upon electronic format. Monthly reports are due on or before the 10th of the month following the report month, along with Contractor's invoice for payment.

C. Vehicle & Facility Cleaning and Maintenance.

The chosen contractor will be required to provide bus washing and sanitizing, basic janitorial duties, and assistance to the County vehicle maintenance personnel with simple repair and maintenance tasks.

- 1. **Bus Washing and Sanitizing.** Using the covered outdoor wash bay facility adjacent to the CC Rider vehicle maintenance shop, establish and maintain a schedule for washing bus exteriors and cleaning and sanitizing bus interiors that is mutually agreeable to the County Transit Director. Bus washing should be limited to buses in regular use on a daily basis and frequency of washing may be adjusted due to seasonal and inclement weather conditions and other considerations. Using equipment and supplies provided by the County, conduct interior bus cleaning and sanitizing of all buses in regular use. Cleaning shall consist of, at a minimum: cleaning all windows, removing all dust, fingerprints and handprints; removing all dust from seats, dashboards, wheel wells, rails and ledges; sweeping or vacuuming all floor areas; cleaning all liquid spills; keeping vehicle free of all paper and debris; removing all graffiti; and spray-sanitizing the entire bus interior.

2. **Janitorial Duties.** On schedules mutually agreeable to the County Transit Director, provide basic janitorial duties including cleaning restrooms at the CC Rider vehicle maintenance shop, the CC Rider administrative office and transit center and the Rainier transit center. Additionally, regular support should be provided to County staff with cleaning the CC Rider vehicle maintenance shop, administrative office and Rainier transit center lobby. Typical janitorial duties could include cleaning restroom and kitchen fixtures, sweeping, mopping and emptying garbage receptacles. Other duties may include tracking and stocking supplies, and assisting County office and vehicle maintenance personnel with general cleanup and organizational efforts.
3. **Vehicle Maintenance Assistance.** Duties in this category could vary widely depending on the skills and abilities of the provided staff, but typical duties could include cleaning of tools and vehicle parts during and after vehicle maintenance projects; helping County vehicle maintenance personnel hold and move parts and supplies; short driving trips to and from local parts and repair shops; flipping vehicle switches and/or pumping vehicle pedals while County vehicle maintenance personnel conduct tests and repairs; and assisting County vehicle maintenance personnel with physical parts inventory counts.
4. **Performance Standards and Reporting Requirements.** The chosen contractor for vehicle and facility maintenance services shall comply with the standards and requirements in this section. The County may, at its sole discretion, assess liquidated damages as described in Section D, below, for failure to meet established performance standards and reporting requirements.
5. **Weekly Report.** Based on schedules mutually agreed upon by contractor and County Transit Director, contractor shall provide weekly reports documenting completion of all duties. Reports should identify the date, vehicle number or facility name applicable to all work.

D. General Requirements – All Service Areas.

1. **Schedules.** Services will be provided in accordance with existing schedules and at times listed in existing schedules which are attached hereto as Exhibit B, and are incorporated herein by this **reference**.
2. **Contractor Flexibility.** Program services and route schedules may expand or contract depending on funding available to the County. The chosen contractor is required to be flexible regarding the amount of services provided under the Contract. The agreed upon hourly rate for all service shall not change without mutual agreement of the parties due to expansion or retraction of service.
3. **Other Transit Provider Coordination.** The chosen contractor(s) shall coordinate with other County transit contractors to ensure the smooth and efficient operation of the transit system. Contractor shall also work with County staff for coordination

and maximization of overlapping services in other city, county and state jurisdictions, for cost efficiency and effectiveness when possible. Any subcontracts must be initiated by County staff and be approved by the County.

- 4. Billing.** The chosen contractor will invoice the County on a monthly basis. All invoices shall be timely and accurate. The invoice shall document revenue service hours for each route/service, and shall be accompanied by the monthly reports required in this RFP. Revenue service hours are defined as any sixty-minute increment of time, or portion thereof, that a driver and vehicle are available for passenger transport within the established hours of service. For Fixed Route Service, drivers and vehicles are considered available for service from the time they depart the St Helens Transit Center until the time they return to the St Helens Transit Center on each run. For Demand Response/Dial-A-Ride and NEMT Service, drivers and vehicles are considered available for service from the time of arriving at their first pick-up until the time of departure from their last drop-off. Designated breaks and lunches, along with slack time periods of 30 minutes or more on the driver manifest are excluded from revenue service hours. Charges for additional hours of service, if authorized in writing by the County, shall be added as a separate line item. The invoice shall also include an explanation of any credits.
- 5. Holiday Service.** No transportation services will be provided on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Reduced service levels may be provided on other holidays by prior determination of the Transit Director.
- 6. Vehicle Storage.** Vehicles shall be stored either where they are stationed for use or in the Columbia County Rider Transit Center and Maintenance Facility in St. Helens, Oregon.
- 7. Staffing.**

 - a. The chosen contractor must supply a sufficient number of employees to perform all necessary tasks associated with the service, consistent with the agreed-upon FTE levels outlined in contractor's proposed work plan. Contractor is responsible for training employees and ensuring that all policies, procedures, service routes and schedules are understood. The chosen contractor shall provide documentation to the County on an annual basis that shows all training that has been provided. If, during the term of the Contract issued from this RFP, service hours are increased or decreased, Contractor shall be responsible for providing staffing for all such adjusted service hours. No less than one (1) operator and one (1) dispatcher shall be required to complete training on reasonable suspicion of drug and alcohol abuse.
 - b. Columbia County expects the selected contractor to hire the existing non-supervisory employees providing transit services for CC Rider, at their current or

better employment rank, salary and benefit package. A summary of the current wage scale, benefits and seniority is attached as Exhibit I and incorporated herein by **reference**. In accordance with 49 U.S.C. 5333(b), as amended, Contractor will ensure that the employment conditions of the Contractor's employees remain the same or improve as a result of aid received under this Contract. Contractor shall be responsible for any 5333(b) employment obligations that arise within the scope of this Contract and with respect to individuals employed by Contractor. County will not indemnify Contractor for any 5333(b) claims.

- 8. Safety and Security.** Contractor shall establish and manage all aspects of a safety and security program, including policies, administration and procedures, personnel and training, safety reporting, and safety training. Contractor shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5307(D)(1), Security Expenditures; 49 CFR Part 630, "Uniform system of Accounts and Records and Reporting"; and 49 CFR Part 659, "Rail Fixed Guideway Systems, State Safety Oversight," as appropriate.
- 9. Columbia County Citizens Transportation Advisory Committee.** Contractor(s) or designee will attend scheduled meetings as necessary.
- 10. Performance Bond.** Within 30 days of notice of award of the Contract under this RFP, the Contractor shall procure, at its own expense, and keep in effect at all times during the term of this Contract, a surety bond equivalent to 25% of the cost of the first twelve months of service in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon. Contractors shall include in their proposals a letter stating their ability to be bonded.
- 11. Inspection.** Contractor shall permit representatives from ODOT, the Comptroller General of the United States, and representatives from the County to inspect all vehicles, facilities, equipment, and all relevant data and records pertaining to the use of the equipment.
- 12. Planning, Administration, and Marketing.** The Contractor will assist the County in the design and development of marketing tools including travel guides, schedules, bus passes and bus tickets, and other transportation information intended for public use.
- 13. Drug and Alcohol Program Requirements.** Contractors must comply with Federal Transit Administration Drug and Alcohol Regulations. Exhibit G explains the requirements of these regulations. Columbia County reserves the right to audit Contractor's drug and alcohol program documentation as required by FTA regulations. Contractor is required to complete any reporting requirements

stipulated by ODOT-PT and FTA under this contract. There are two options for Contractor to meet the FTA requirements:

- a. Utilize their own compliant Drug and Alcohol Program, or
- b. Utilize a Third Party Administrator (TPA) program which will perform all the functions required under the regulations.

14. Compliance with Law and Grant Funding Requirements. Contractor and its employees shall comply with all applicable federal and state statutes, regulations and rules, involving the Program, and the operation and use of motor vehicles. Notwithstanding the generality of the foregoing, Contractor shall comply with the following specific requirements:

- a. The Grant Agreements. Contractor shall comply with all provisions related to the Program as set forth in the State Grant Requirements, which are attached hereto as Exhibit E, and are incorporated herein by this **reference**. The County will obtain additional grants to fund the Program during the Term of the Contract (the "New Grant Agreements"). Contractor shall comply with all provisions related to the Program as set forth in any New Grant Agreements, which will be attached to this Contract upon approval of the County.
- b. FTA Provisions. Contractor shall comply with all applicable provisions of the Federal Transit Administration, which are attached hereto as Exhibit F and are incorporated herein by this **reference**, and FTA Drug and Alcohol Regulations, which are attached hereto and are incorporated herein by this **reference**.

15. Performance Standards. The chosen contractor will be required to meet the highest standards prevalent in the industry or business most closely involved in providing the services acquired through this RFP.

16. Minimum Experience Requirement. The chosen contractor must have a minimum of three years of experience providing similar services.

17. Liquidated Damages. Performance standards will be established and monitored by the County during the duration of the contract. For performance not delivered in accordance with standards as specified in the following table, the County will incur additional expense, loss of confidence by system users, negative publicity for the program, and other damages. For this reason, liquidated damages shall be assessed. The County shall have sole discretion in determining whether or not performance standards have been met and in assessing of liquidated damages. Unless otherwise noted, the County will assess liquidated damages within 30 days following the end of each month. All liquidated damages for failing to meet performance standards shall be deducted from the Contractor's next monthly invoice. The County shall have the right to impose liquidated damages not otherwise assessed upon thirty (30) days written

notice to the Contractor. Liquidated damages are elective, and County may seek actual damages in accordance with contract terms.

Category	Performance Standard	Liquidated Damages
Reports	All, as outlined in RFP	\$100 per incident
Missed Commuter Service	Any hour of commuter service missed or delivered more than 30 minutes later than scheduled.	\$250 per incident
Accessibility and Safety Equipment	Contractor shall ensure that all required accessibility equipment under the ADA including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment are well maintained and functional at all times.	\$100 per incident
Demand Response/Dial-A-Ride Service	A minimum of 80% of demand response/dial-a-ride trips per month must be "on time" (+/- 15 minutes from scheduled time).	\$50 per incident if less than 80%
Bus Appearance	Buses must not begin service without being cleaned to the standards in RFP. Body damage shall be repaired within 14 calendar days of accident.	\$100 per incident per vehicle
Rides Per Hour	A minimum monthly average of 1.75 rides per hour must be provided.	\$50 per incident if less than 1.75
Inappropriate Use of Vehicles	Contractor shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County	\$250 per incident

18. Hourly Service Rate. Proposers must provide an hourly service rate at which the requested services will be provided ("unit price"). The hourly service rate must cover the contractor's cost to operate and provide all of the transit services.

19. Columbia County Rider Logo. All vehicles shall display the Columbia County Rider logo on both sides of the vehicle when in service. Only vehicles approved by the County may display the Columbia County Rider logo and no other logo shall be displayed on the vehicles without County approval.

20. Fares and Other Program Revenue.

a. The County will establish and approve all fares for service and other program revenue and service contracts.

b. Fares and other program revenue are income to the County. The chosen contractor will be responsible for retrieving fare boxes from each vehicle and delivering them to the designated county representative in a secure manner, on a daily basis.

c. The chosen contractor must collect fares, tickets and other fare media on the bus and at other sale locations as they may be established. The chosen contractor shall be responsible for cash management procedures that comply with the CC Rider's cash management policies and that will insure an accurate accounting of cash fares, bus tickets and pass sales and other medium received from

passengers. All fare medium will be turned over to the County at the end of each run. The County is responsible for counting fares and depositing into the correct accounts.

The chosen contractor must promptly report any suspected passenger or operator fraud and abuse.

- 21. Complaints, Compliments and Other Comments.** Contractor shall immediately document and refer all complaints, compliments and any other comments regarding County transportation services to the appropriate designated County representative. The County is responsible for receiving and responding to customer complaints; however, in some cases, the County may require the contractor to be involved in the customer response process.
- 22. Fuel.** Contractor shall purchase fuel in accordance with the current procedure established by the County's fuel provider. The County shall provide fuel cards to Contractor for Contractor's use. Contractor shall be required to provide a list of those employees who are approved to obtain fuel for fleet vehicles and to notify the County when any employee terminates employment. The list will be updated on a monthly basis. The County will pay for the fuel used by County vehicles. Fuel used for non-revenue vehicles will not be reimbursed. Contractor is not allowed to use any county or fleet vehicles for purposes other than those expressly allowed under the Contract without prior written approval from the County
- 23. Insurance.** Contractor shall maintain Comprehensive General Liability insurance and auto liability insurance on the County owned vehicles as required in this RFP.
- 24. GPS Navigational Systems.** Contractor shall provide for each vehicle in service a GPS navigational system. Navigational systems may be portable.
- 25. Missed Service.** Contractor will be responsible for successfully completing and carrying out all scheduled service in a timely manner. Contractor shall report immediately to the County any scheduled service missed for any reason. Decisions about suspension of service in bad weather or for other emergency reasons shall be coordinated with County staff and confirmed in writing.
- 26. Reports.** Documentation of all requests for service shall be in the County's dispatch software. The chosen contractor shall provide monthly written reports using the reports provided by the dispatch system, if they suffice, or an Excel spreadsheet software or another mutually agreed upon format.
- 27. County Vehicles.** The chosen contractor will use the County-owned transportation fleet to provide the Program services. A list of the County's fleet vehicles is attached hereto as Exhibit H, and is incorporated herein by this reference.

- 28. Vehicle Breakdowns.** The chosen contractor will be required to assist operators whose vehicles have broken down, retrieve and/or arrange for tow services, and get another vehicle to the site of the breakdown so that service interruptions will be kept to a minimum.
- 29. Inspection of Records.** Contractor shall permit representatives from the United States Department of Transportation (USDOT), the Comptroller General of the United States, the State of Oregon, Secretary of State, Oregon Department of Transportation (ODOT) and representatives from County to inspect all books, documents, papers, records and accounts of Contractor, which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of this Contract and any subsequent Contracts, any and all financial, operations, administrative, and maintenance records pertaining to those Contracts. Contractor will be responsible for properly maintaining separate records and summaries for these services as deemed necessary by County.
- 30. Recycled Materials.** Contractor shall use, in the performance of the Contract work, to the maximum extent economically feasible, Recycled Paper. Contractor shall use, in the performance of the Contract work, to the maximum extent economically feasible, recycled PETE products, as well as other recycled plastic resin products.

III. GENERAL PROVISIONS

A. Administrative Information.

1. This RFP is issued under the authority of the Columbia County Board of County Commissioners. All inquiries concerning the intent of the request or contract information shall be directed to the SPC:

John Dreeszen, Transit Director
Columbia County Courthouse
230 Strand Street
St. Helens, OR 97051
503-366-8503
john.dreeszen@columbiacountyor.gov

2. This Request for Proposals consists of the following items:

Section I	Request for Proposals
Section II	Scope of Services
Section III	General Provisions
Section IV	Proposal Response
Section V	Evaluation and Selection

Section VI Sample Contract

Exhibit A	Transit Service Area Boundaries
Exhibit B	Transit Service Schedules
Exhibit C	Non-Emergency Medical Transportation Contract
Exhibit D	Reference Questionnaire
Exhibit E	State Grant Requirements
Exhibit F	Federal Requirements
Exhibit G	Drug and Alcohol Program Requirements
Exhibit H	List of County-Owned Vehicles
Exhibit I	Summary of Current Wage Scale, Benefits & Seniority
Exhibit J	Dial-A-Ride and Commuter Route Rider's Guide
Exhibit K	Pre-trip/Post-trip Inspection Form
Exhibit L	Budget Form
Exhibit M	FTA Certifications

It is suggested that this RFP package be checked to insure that all of these items are included. Any missing portions can be obtained from the SPC Specialist, whose contact information is listed above.

3. It is important that all portions of this Proposal be completed as professionally as possible. An incomplete or uncoordinated submission can only be judged as indicative of the contractor's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation in writing.
4. Proposers requiring clarification of or interpretation of this RFP, or Proposers who find inconsistency or error in the RFP, shall submit such requests/notifications in writing by **March 15, 2022** to the SPC. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and will be posted in OregonBuys Transit Operations Open Market Bid Solicitation C00055-00002083. Addenda will be issued pursuant to OAR 137-047-0430 and posted at the same location. Supplements, interpretations, corrections or changes of the RFP made in any other manner will not be binding, and proposers shall not rely upon such supplements, interpretations, corrections or changes.
5. A list of all solicited proposers will be provided to any proposer upon receipt of a written request.
6. All information submitted by contractors shall be a public record and subject to disclosure, except as otherwise prohibited by Oregon Public Records Law.
7. Solicitation Protests. A prospective proposer may file a protest with the County if the proposer believes that the procurement process is contrary to law or that the RFP is unnecessarily restrictive, is legally flawed or improperly specifies a

brand name. If a prospective proposer fails to timely file such a protest, the proposer may not challenge the contract on those grounds in circuit court. A solicitation protest must be actually received by the person designated for receipt of bids no later than 7 days before the date Proposals are due. The County shall consider any timely protests in accordance with ORS 279B.405.

B. Pre-Proposal Meeting. An optional pre-proposal meeting will be held on **March 8, 2022 at 10:00 am**. The pre-proposal meeting will be held at the CC Rider Transit Center, 1155 Deer Island Road, St. Helens, Oregon 97051 and/or virtually. The pre-proposal meeting is not mandatory. Statements made by County representatives at the meeting are not binding upon the County unless confirmed by written addendum.

C. Submittal Costs. The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections shall be entirely the responsibility of the contractor.

D. Proposal Submittal Copies Required. Five (5) copies of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside:

“2022 CC RIDER PUBLIC TRANSPORTATION PROPOSAL”

or equivalent and be submitted to the County. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction. Proposals will not be accepted by facsimile or other electronic means. Submittal of a proposal shall indicate the proposer’s agreement to enter into the County’s form of contract, a sample of which is included in this RFP.

E. Submittal Deadline. Proposals must be **physically received by March 28, 2022, at 4:00 pm**. according to the date/time stamp clock in the office of the Columbia County Courthouse at the following address/location in order to be considered for purposes of evaluation and contract award:

Columbia County Courthouse
Transit Department
230 Strand Street
St. Helens, Oregon 97051

John Dreeszen is the person designated for receipt of bids.

F. Proposal Opening. All proposals received in compliance with the instructions of this RFP will be opened at **4:15 p.m.** on **March 28, 2022. There will be no public opening.** Proposals will be reviewed for compliance with instructions contained

herein. Only those Proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee.

Proposals received after the date and time specified above, and/or proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP, will not be considered for evaluation or award of a contract.

G. Modification or Withdrawal of Proposal. A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing and shall be signed by the Proposer's authorized representative. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

H. Publicity. No contractor shall issue any news release or otherwise seek publicity regarding this request unless or until prior approval in writing is obtained from the Transit Director.

I. Proposal as a Public Record. Proposals submitted may be available to the public in accordance with applicable public records laws. However, information in a proposal that is exempt or conditionally exempt from disclosure under Oregon Public Records law may be treated as confidential by the County subject to any disclosure obligations under that law. If a proposer reasonably believes that information in a proposal meets an exemption or conditional exemption under Oregon law:

1. Each page of such information must be marked "Confidential Information".
2. If County receives a request for disclosure of information labeled confidential by the proposer pursuant to Oregon Public Records law or a subpoena, the County will provide notice to proposer before a response is due, and the proposer has the responsibility to establish that such information is exempt from disclosure.
3. Proposer shall defend, indemnify, and hold County harmless from any claim or administrative appeal, including costs, expenses and attorney fees, related to a request to disclose information proposer has labeled as "Confidential Information".
4. Information labeled "Confidential Information" must be readily separable from the rest of the proposal and statement of qualification in order to facilitate eventual public inspection of the non-confidential portion.
5. The County is entitled to use information marked "Confidential Information", in whole or in part, for evaluation and may make copies for this purpose. In

addition, any document or information that becomes part of a subsequent Contract is a public record.

6. Notwithstanding 1 - 5 above, any restrictions related to information marked "Confidential Information" do not apply if the County has the right to or has obtained the information from a source other than the proposer. Costs and prices to be charged by the County are not confidential and are open to public inspection.

IV. PROPOSAL RESPONSE

The submitted written proposal must utilize the following format and content detail. All proposals are to be typed in 8 ½" x 11" format. Each of the required sections are to begin with a new page and be separately tabbed. Each page shall be numbered in sequence. Five (5) copies of the proposal will be initially required. The County will be scoring each service category separately. Accordingly, proposals for more than one category shall address the criteria for each category separately.

A. Title Page.

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The proposal must be dated on this page. The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of the proposal.

The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the proposer's acceptance of and responsibility for the following (note this language must be provided on the title page) before the signature.

1. All data presented in the proposal is accurate and complete.
2. Proposer has read and understood the RFP and that the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. The proposal and the prices contained in the proposal shall be valid for ninety (90) days after submission of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
5. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business

enterprise or against a business enterprise that is owned or controlled or that employs a disabled veteran in obtaining a required subcontract.

6. Proposals for each category of service must be clearly identified in the proposal.
7. By signing and returning this proposal, proposer acknowledges it has read and understands the terms and conditions contained in the RFP and that it accepts and agrees to be bound by the terms and conditions of the RFP. If the RFP permits proposal of alternative terms or conditions under OAR 137-047-0260, the proposal includes any nonnegotiable terms and conditions, and any proposed terms and conditions offered for negotiation.
8. By signing and returning a proposal, proposer also agrees to enter into the County's form of contract, a sample of which is included in this RFP.

B. Table of Contents.

A listing of all major and sub-major topics and associated page numbers must be included.

C. Technical Proposal Section 1: Qualifications of Contractor and Staff (35 Points)

1. Introduction. Provide an introduction of the contractor, and/or an introduction of all members who may be involved in this contract. Describe primary business experience of the contractor, the contractor's overall mission statement, length of time in business, ownership, the location of the office, telephone number, e-mail address, web-site address and other information that is pertinent and introductory in nature.
2. Qualifications of the Contractor. The contractor shall provide its history, experience and past performance relevant to Columbia County's Transportation needs, including but not limited to a description of direct experience which is similar in nature, scope and complexity to that required by this contract. Specific reference should be made to experience negotiating collective bargaining agreements and working with union drivers and/or office staff. Information regarding directly related experience shall include a list which provides dates, locations, character, cost of assignments, project managers, names, addresses, contact persons and phone numbers of clients.
3. References: This section shall include a description of the history and experience directly pertinent to Columbia County's Transportation needs. The contractor shall provide, at a minimum, five references for similar type work.

4. Reference Questionnaire. Contractors shall provide a copy of the reference questionnaire attached as Exhibit D of this RFP. **References shall be directed to return the questionnaire directly to the County by March 28, 2022.** The reference questionnaires shall be used as part of the evaluation of past performance **(Mandatory)**.
5. Qualifications of Staff: This section shall contain the contractor's staffing and organization plan, which shall identify the project manager and any other key personnel who will be assigned to the work under this contract.

D. Technical Proposal Section 2: Work Plan (35 Points)

Points will be awarded based on contractor's understanding of the Scope of Services and the appropriateness of the proposed approach/methodology to provide the required services; and the description of a detailed and logical plan for providing the services requested herein. Responses should be complete but concise. The responses should be in the same order in which the information is requested below. Provide the following information:

1. Project Overview. Provide a description of how the contractor proposes to accomplish the tasks described in the Scope of Services. How does the contractor propose to manage the responsibilities and requirements outlined in the Scope?
2. Staffing.
 - a. Describe the staffing plan.
 - b. Provide a position-by-position analysis of how many fulltime equivalent employees (FTEs) will be provided to perform the services outlined in the Scope.
 - c. What level of cross training or rotational assignments would be assumed as part of the plan?
 - d. How would contractor maintain staffing flexibility for periodic weekend and/or after-hours special event services?
 - e. Describe the contractor's approach to work scheduling, including development of job "bids" and requests for time off.
 - f. How will the contractor handle the required paperwork and reporting required to meet ODOT/FTA/County compliance requirements?
 - g. Submit a staffing plan that includes information on how the contractor will handle operator schedules and address capacity issues.
3. Compensation system.
 - a. Provide a detailed description of the contractor's benefits and wages for all employees including management staff.

- b. How does the contractor propose to attract and retain qualified staff?
 - c. How will contractor comply with 49 U.S.C. 5333(b), which ensures that the employment conditions of contracted employees remain the same or improve as a result of aid received under this Contract?
 - d. Contractor shall provide employee data, such as employee positions and compensation, for use in complying with 49 U.S.C. 5333(b).
 - e. Specifically address, how the proposed wages and salaries compare with those of existing employees and other transit agencies employee wage and benefit packages.
 - f. Provide a copy of the wage and benefits package that employees will receive.
 - g. Address how or whether the contractor will honor the accumulated sick and vacation leave of existing employees?
 - h. Will there be a large number of part-time operators?
 - i. What is the role of part time staff?
 - j. Will part-time employees be eligible for any benefits?
 - k. Discuss the contractor's probationary program, pay and benefits for new employees?
 - l. Because the County expects contractor to hire existing transit employees, contractor will be responsible for paying any claims under 49 USC 5333(b).
4. Recruitment and hiring system. Provide a description of the contractor's recruitment and hiring system. What pre-employment checks are needed to ensure qualified candidates are selected? What, if any, special tools are employed in the hiring process to ensure the hiring of competent operators and supervisory staff?
5. Training programs. Describe new-hire and ongoing training programs including the number of hours spent in training. Describe the type and number of hours of on-going, development training available to operating staff and supervisory staff.
6. Program Supervision. What is the contractor's approach to supervision? What type of training is provided to supervisors? What systems are in place for establishing performance standards, monitoring performance and evaluating conformance with standards? How will the contractor monitor on-street operation and manage operator conformance to operating standards?
7. Customer Service. Describe the contractor's customer service program. Provide a customer service policy and state how it will be administered. Describe how the contractor will respond to customer complaints.
8. Management. How will the contractor address management issues if a management employee is not performing or is determined to be unqualified by County?

9. Transition Plan. Describe a transition plan identifying the steps of transition from current to new contract.
10. Flexibility and Capacity. Describe the contractor's ability to perform efficiently and within short time constraints while maintaining service quality. Describe the flexibility and capacity of contractor to respond to unforeseen needs or events. How will the contractor assure adequate staff during inclement weather or other emergencies? Provide examples from other similar contracts the contractor has held. Describe how the contractor will manage daily fluctuations and seasonal adjustments.
11. Compliance with FTA requirements. Describe how contractor will comply with FTA regulations. How will contractor keep up with changes to laws, rules, and regulations, and provide adequate staff training to assure compliance?

E. Price Proposal/Cost (30 Points)

Points are calculated based upon the reasonableness of the proposed price for the work performed and the competitiveness of the price with other proposals received. **Proposals shall submit an hourly service rate** that includes cost per revenue hour based on the information provided in this RFP. For Commuter Services, revenue hours are defined as hours when vehicles are in service according to published schedules. For Demand Response/Dial-A-Ride and NEMT Services, revenue hours are defined as hours during which a vehicle is available for passenger transport, meaning the time it arrives at its first pickup until the time it completes its last drop-off. Within this time period, scheduled breaks, lunches and slack times of 15 minutes or more must be deducted.

The proposed price per hour shall be supported by a line-item build-up of all expenses on the form provided in this RFP (Exhibit L) including, but not limited to, direct costs, labor costs, indirect costs, overhead, insurance, other ordinary or incidental costs and anticipated contractor profit **(Mandatory)**.

F. Certification of Nondiscrimination (Mandatory)

Contractor shall include in its proposal a certification that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

G. Insurance (Mandatory)

1. Contractor shall procure and maintain, at contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance:
 - a. Commercial General Liability Insurance. Contractor shall provide and maintain at all times during the Term of the Contract Commercial General Liability Insurance coverage that is acceptable to the State of Oregon, and the County in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate. "Claims Made" coverage will not be acceptable. Contractor shall name Columbia County, its officers, agents, and employees as additional insureds. Contractor shall also name the State of Oregon, Oregon Department of Transportation, Public Transit Division as an additional insured. Contractor will be required to provide a certificate of insurance prior to commencement of the work under the Contract. An additional insured endorsement shall be required. Contractor shall also insure its property, such as equipment and tools. The County shall not be responsible for any loss or damage to Contractor's property.
 - b. Vehicle Liability Coverage. Contractor shall provide and maintain at all times during the Term of the Contract automobile liability insurance in the amount of \$5,000,000 per occurrence, insuring bodily injury, death or damage to property relating to the use, loading or unloading of any of the County's vehicles (including owned, hired, and non-owned vehicles). This insurance must include personal injury protection and uninsured motorist protection as required by ORS Chapter 806, and shall not exclude the County, its officers, agents and employees from coverage. Contractor shall name Columbia County, its officers, agents, and employees as additional insureds. Contractor shall also name the State of Oregon, Oregon Department of Transportation, Public Transit Division as an additional insured. Contractor will be required to provide a certificate of insurance prior to commencement of the work under the Contract. An additional insured endorsement shall be required.
 - c. Collision and Comprehensive. For the term of the Contract, and beyond normal wear and tear that would be typical to the use of such vehicles, Contractor shall be responsible for the physical damage of the County's vehicles that are under the Contractor's care, custody or control. The Contractor agrees to settle any such claim based on the actual cash value of the vehicle at the time of loss.
2. **Additional Insurance Requirements.** In addition to the requirements above, all Contractors shall provide the following:

a. Workers' Compensation Insurance.

Contractor shall provide and maintain at all times during the Term of the Contract Workers' Compensation coverage for all employees in accordance with all requirements of Oregon law. Contractor shall also maintain employers' liability coverage in an amount acceptable to the County.

b. Certificates of Insurance.

During the Term of the Contract Contractor shall provide County with updated Certificates of Insurance evidencing the required coverages. Contractor shall also provide the following:

- (1) Minimum thirty days' written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits.
- (2) Endorsements that evidence that Contractor's insurance carrier(s) shall be liable for the full amount of any loss or claim for which 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 County.

c. Other Requirements.

- (1) The insurance policies shall be written by an insurance company or companies authorized to conduct business in the State of Oregon and acceptable to County. All insurance carriers shall carry an A.M. Best Rating of "A-" or better.
- (2) Any liability arising on behalf of Contractor with regard to this Contract is not limited by the insurance requirements listed above.
- (3) Contractor shall notify law enforcement officers and the County of any missing, vandalized or stolen vehicles or equipment immediately upon discovery.

H. Required FTA Certifications. Contractor shall submit signed certifications regarding lobbying and regarding debarment, suspension, ineligibility and voluntary exclusion, which are attached as Exhibit M (**Mandatory**).

I. Performance Bond Letter (Mandatory).

V. EVALUATION AND SELECTION

A. Evaluation Criteria.

An Evaluation Committee will review, evaluate and rank the proposals which are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

1.	Title Page/Table of Contents	Mandatory
2.	Technical Proposal-Section 1	35 Points
3.	Technical Proposal-Section 2	35 Points
4.	Price Proposal/Cost	30 Points
5.	Certification of Non-discrimination	Mandatory
6.	Insurance	Mandatory
7.	Certification regarding Lobbying	Mandatory
8.	Performance Bond Letter	Mandatory

Total Points	100
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B. References.

County will contact references for the top ranked proposals, based on the initial evaluation and ranking of those proposals.

C. Interviews.

Based on the initial evaluation and ranking, up to three (3) proposers may be invited to attend interviews on a date to be announced. Proposers selected for interviews will be notified as soon as possible. Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make recommendations to the Board of County Commissioners. Interviews are scored on a scale of 1-10. Final interview scores are then added to the Proposal score.

D. Selection/Negotiations.

The County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the highest ranked proposer shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing, and performance.
2. A maximum, not to exceed price which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated. In each proposal, proposers should propose contractual terms and conditions that relate to the subject matter reasonably identified in this RFP.

E. County Contracting Discretion.

The County reserves the right, in its sole discretion to:

1. Reject any or all Proposals or cancel this procurement and/or reject any or all proposals in accordance with ORS 279B.100.
2. Waive minor irregularities in the proposals received.
3. Accept all or any part of a proposal in principle, subject to negotiation of the final details.

F. Notice of Intent to Award.

The County will issue a notice of intent to award in compliance with ORS 279B.135 and OAR 137-047-0610.

G. Contract Award and Protest Procedure.

A proposer may protest the award of a contract under this RPF in accordance with 279B.410. A written protest must be actually received by the person designated for receipt of Proposals no later than 7 days after the notice of intent to award is issued. The County will not consider late protests. The County will respond to protests in accordance with ORS 279B.410.