



Basin Transit Service Transportation District

1130 Adams Street

Klamath Falls, OR 97601 541-883-2877

REQUEST FOR PROPOSALS

Basin Transit Service Transportation District

Vehicle Wraps

Published – September 24th, 2025

Closing - Submittal Must Be Received By 4:30 PM on October 15th, 2025

2025 BTSTD Board Members and Staff

Board Members

Erik Nobel, Chairperson
Sandra Fox, Vice Chairperson
Perry Andrews, Secretary/Treasurer
Nora Foster
Craig Fleck
Edwin Tuhy
Karen Bailey

Staff

Adrian Mateos, General Manager
Craig Johnston, Operations Manager
Michelle Carpenter, Finance/Grant Manager

1. Introduction

Basin Transit Service (BTS) is soliciting proposals from qualified firms to provide professional vehicle wrapping services for a portion of its fleet with 3 different styles applicable to paratransit, fixed route, and contract services. This project will be funded using federal and state funds, and all applicable procurement rules and requirements will apply. The intent of this RFP is to secure a vendor that can design, produce, and install high-quality, durable wraps for designated BTS vehicles. All designs, whether used or not, will be the property of BTS.

2. Scope of Work

Vehicles to be wrapped (updated total 21):

- Ford Starlite 20 (2016) – 2 units
- Ford Starcraft Allstar (2016) – 1 unit
- Gillig Low-Floor (2014) – 2 units
- Gillig Low-Floor (2016) – 2 units
- Ford Transit (2018) – 1 unit
- Ford F550 (2021) – 3 units
- Ford E450 (2024) – 1 unit
- Ford Transit (2025) – 2 units
- Dodge Caravan (2019) – 1 unit
- Dodge Caravan (2013) – 1 unit
- Dodge Caravan (2017) – 1 unit
- Ford Transit (2022) – 1 unit
- Ford E350 (2015) – 1 unit
- Dodge Caravan (2010) – 1 unit
- Dodge Voyager (2023) – 1 unit

3. Federal Funding Requirements

This procurement will utilize federal funds. All bidders must comply with applicable federal regulations, including but not limited to:

- Buy America Act (49 U.S.C. 5323(j); 49 CFR Part 661)
- Equal Employment Opportunity (EEO) provisions

- Disadvantaged Business Enterprise (DBE) participation goals
- Federal Transit Administration (FTA) contracting requirements
- Davis-Bacon Act and prevailing wage requirements (if applicable)

Proposal Contents

Written proposals shall not exceed 35 pages (including attachments). At a minimum, the following information should be included and clearly labeled:

1. Transmittal letter – signed by an officer who may contractually bind the business, including a description of the firm. The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work, notwithstanding unforeseen needs, will be at a guaranteed maximum price.
2. Statement of understanding of the scope of work, as well as illustrating consultant's familiarity with Basin Transit Service Transportation District and The Klamath Tribes and the transportation services provided in the County. The statement shall include a discussion of the proposer's technical approach and management approach.
3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment) and the estimated number of hours they are to work on the project. Proposer shall include subconsultants proposed for use. Proposer shall identify efforts to maximize DBE participation and identify the planned DBE participation level.
4. Representative list of similar projects completed as lead consultant within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Cost proposal worksheet, including fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses. The total cost shall be a guaranteed maximum price.

RFP Questions, Contact Person, and Schedule

Questions concerning this RFP will be responded to collectively and made available for all interested applicants via the BTSTD website. All inquiries shall be made by email and must be submitted no later than 5:00 PM on October 5th, 2025 to the person listed below. **No oral questions will be taken or responded to.** The inquiries and responses will be posted on the BTSTD website no later than October 6th, 2025. Interested applicants must view BTSTD's RFP webpage at:

<https://www.basintransit.com/requests-for-proposals-BTSTD/> so that they are notified of any addenda to the RFP, or for responses to questions received. No other notice of addenda or responses will be provided.

Contact Person:
ADRIAN MATEOS | GENERAL MANAGER
1130 Adams Street

Klamath Falls, OR
97601 Phone: (541)
883-2877
Cell: (541) 591-5190

Schedule

The RFP schedule is as follows in Figure 2. The schedule may be modified by posted addenda.

Figure 2 – RFP Schedule

Tasks	Deadline/Dates
Publish RFP	September 24th, 2025
Vendor Questions Due	5:00 PM, October 5th, 2025
BTSTD Response to Vendor Questions	No later than October 6, 2025
Vendor Proposals Due	4:30 PM, October 15, 2025
Evaluation and Ranking of Proposals	October 17, 2025
Interviews (if necessary)	October 20, 2025 (tentative)
BTSTD Board of Directors Approval	October Board of Director Meeting
Contract Start Date	October 31, 2025

Proposal Evaluation

A panel will be formed to evaluate the proposals and make a recommendation in consultation with the general manager, which will then go to the BTSTD Board of Directors for approval. The proposal will be based on the scoring criteria presented in Figure 3.

Figure 3 – Proposal Scoring Criteria

Criteria	Scoring Weight %
Thoroughness of proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives	20
Qualifications and similar experience of the consulting firm and project team	30
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes = 25 points, No = 0 points)	30
References	10

In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview.

If no proposals are equal to or less than the available funding amount, the District may negotiate with the highest scored proposer to reduce scope to achieve a guaranteed maximum amount that meets the available funding amount.

Contract Amount and Award

Maybe consider adding language for 'other projects', so that we don't have to do an RFP everytime a new bus/van needs a wrap. New projects would NOT fall under the current federal and state grant that is covering the listed buses above (agreement 35666), so it would need a separate section. Is that allowable Jovi? This would be related to question in email too.

The anticipated start date is November 1, 2025, with a January 1, 2026, contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. The BTSTD General Manager will schedule the proposed technical services agreement for consideration for the BTSTD Board of Directors on October, 2025. This agreement is not in force until approved by the BTSTD Board of Directors and written authorization to proceed is provided to the selected consultant.

Standard Consulting Agreement

The successful proposer shall be required to execute the form of Personal Services Agreement (PSA) included as Attachment A to this RFP.

Protest Procedure

All protests, signed by the protesting party, must be received in writing within seven (7) days from the results notification and be addressed to the Basin Transit Service Transportation District, Chairperson.

Protests should be transmitted to:

Basin Transit Service Transportation
District Attention: Board of Directors,
Chairperson 1130 Adams Street
Klamath Falls, OR 97601

Such protest shall include the detailed facts leading up to the protest. Include a description of the expected relief or corrective action in the protest. The protest should stipulate an issue of fact concerning the following points:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s);
- Errors in computing scores; and/or
- Non-compliance with procedures described in this RFP or BTSTD's established policies.

BTSTD will reject protests without merit if they address issues such as an evaluator's professional judgement on the objective quality of a proposal. The BTSTD Chairperson will review and respond to protests within five (5) business days from receipt. The written decision of the Chairperson shall be final, binding, and conclusive on the parties.

Proposal Submittal

Consultant proposals must be submitted to:

**Basin Transit Service Transportation
District Attn: ADRIAN MATEOS |
GENERAL MANAGER
1130 Adams Street
Klamath Falls, OR
97601 Phone: (541)
883-2877
Cell: (541) 591-5190**

Submittals must be received at the BTS office before 4:30 PM on October 15, 2025 to be responsive. No proposals will be accepted after that time and late proposals shall not be considered.

Postmarks are not acceptable. Consultants may deliver the proposal by email, by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings and participating in an interview, if held, are at the sole expense of the proposer. BTSTD reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at BTSTD's discretion. Solicitation of proposals in no way obligates BTSTD to contract with any firm or individual. The decision to approve and award a contract is at the discretion of BTSTD.

Public Records: At such time the BTSTD General Manager recommends a proposal to the Board of Directors and such recommendation appears on the Board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. A request to withdraw must be received before the proposal deadline. To be considered, a modification must be received in writing, with the same number of copies as the original proposal, prior to the proposal deadline. Proposals may only be withdrawn following the proposal deadline only as allowed by rule.

RFP Addendum(a): Any changes to the RFP will be made by written addenda issued by BTSTD and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. All addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will BTSTD modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations

or agreement(s) with any officer, agent, or employee of BTSTD shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to BTSTD. The contract for this service is contingent upon the provision of these funds to BTSTD. In the event these funds are reduced or eliminated, BTSTD reserves the right to terminate or revise any contract.

Alternatives: Consultants may not alter objectives and deliverables of the RFP in the response to the RFP. If the consultant brings to BTSTD's attention, at least ten (10) days before the RFP deadline, an alternative end product than the RFP delineates, BTSTD reserves the right to cancel the RFP and re-bid the project.

DBE Requirement: BTSTD has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. BTSTD encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, BTSTD includes language within the contract which requires the consultant to certify their compliance with state and federal equal employment regulations.

Exhibit A: BTSTD PSA
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT
PROFESSIONAL SERVICES CONTRACT

(This will require attached federal required language which I have but lets get the basic contract.)

This contract for professional services (Contract) is entered into by and between BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as BTSTD, and _____, hereinafter called the CONTRACTOR to provide the services described in the *Basin Transit Service Bus Wrap Project*, submitted on _____, 2025, which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the personal services as described in RFP and the Proposal Response. Work shall be performed in accordance with a schedule approved by BTSTD. The CONTRACTOR shall perform the services under this Contract with the care and skill used by members of CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locale. The Contract shall commence upon contract execution and continue through **December 31, 2025**.

II. COMPENSATION

A. BTSTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this

Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers.

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

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to BTSTD employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

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

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

III. FEDERAL CONTRACT SPECIAL CONDITIONS

A. Failure to Perform

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

1. If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as BTSTD may authorize in writing) after receipt of notice from BTSTD specifying such failure. CONTRACTOR's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;

- Requiring the CONTRACTOR to perform, at the CONTRACTOR's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the Contract, and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event BTSTD terminates this Contract in whole, or in part, as provided in paragraph (2) above of this clause, BTSTD may procure, upon such terms and in such manner as BTSTD may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to BTSTD for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
 4. The CONTRACTOR shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of BTSTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the CONTRACTOR and without the CONTRACTOR's fault or negligence.
 5. The rights and remedies of BTSTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 6. As used in this Contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
 7. Any termination for cause that is found to be improper shall be converted to a termination for convenience and CONTRACTOR's remedy shall be limited as if it was a termination for convenience from inception.

B. Termination for Convenience

BTSTD, by written notice, may terminate this Contract, in whole or in part, when it is in the BTSTD's interest. If this Contract is terminated for convenience, BTSTD shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

C. Compliance with Applicable Law

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

anticipated by CONTRACTOR, and other circumstances then existing.

CONTRACTOR further agrees to comply with all applicable requirements included in the Master Agreement applicable to this Contract that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov.

This Contract hereby incorporates and passes through all of the applicable requirements of Grant Agreement # 35124 to CONTRACTOR.

State is an express third-party beneficiary of this Contract.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). CONTRACTOR shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Contract.

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as BTSTD deems appropriate.

In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age

Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C.

1857 (h); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368; (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) debarred from participation in any federally assisted Award; b) suspended from participation in any federally assisted Award; c) proposed for debarment from participation in any federally assisted Award; d) declared ineligible to participate in any federally assisted Award; e) voluntarily excluded from participation in any federally assisted Award; or f) disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

CONTRACTOR agrees to flow down all obligations imposed upon CONTRACTOR by the Contract to any sub-consultants, and to include a similar requirement to flow down said requirements to any lower tier consultants.

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

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate. The CONTRACTOR also acknowledges that if it

makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to the

provisions.

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased by the CONTRACTOR. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

If conflicts are discovered among federal, state, and local statutes, regulations, administrative rules, executive orders, ordinances, and other laws applicable to the Services under the Contract, CONTRACTOR shall in writing request BTSTD to resolve the conflict.

CONTRACTOR shall specify if the conflict(s) create a problem for the design or other services required under the Contract.

D. Reporting Requirements

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

E. Records Maintenance; Access.

CONTRACTOR, and its subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. In addition, CONTRACTOR shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document CONTRACTOR 's performance.

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

CONTRACTOR shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

CONTRACTOR shall indemnify, save, protect, and hold harmless State and BTSTD from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement.

F. Patents; Copy Rights; Rights in Data

Any discovery or invention that arises during the course of the Contract shall be reported to BTSTD. The CONTRACTOR shall promptly disclose inventions to BTSTD, within 2 months, after the inventor discloses it in writing to the CONTRACTOR's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The CONTRACTOR shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

IV. CONSTRAINTS

The CONTRACTOR agrees:

- A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

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

If the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing BTSTD 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 the CONTRACTOR by reason of this Contract.

2. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

3. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR's employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such services.

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

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

V. OWNERSHIP

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

VI. INSURANCE REQUIREMENTS

A. GENERAL.

CONTRACTOR shall i) obtain the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the Contract commences, and ii) maintain the insurance in full force throughout the duration of the Contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to BTSTD and State.

B. TYPES AND AMOUNTS.

WORKERS

COMPENSATION.

All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. CONTRACTOR shall require compliance with these requirements in each of its subcontractor contracts.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the CONTRACTOR shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the

Commercial General Liability policy. Amounts below are a minimum requirement:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering CONTRACTOR's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

B. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

C. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include BTSTD and the State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees" as an endorsed Additional Insured but only with respect to the CONTRACTOR's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to BTSTD.

D. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the CONTRACTOR shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of : (i) the CONTRACTOR's completion and BTSTD's acceptance of all Services required under the Contract or, (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the CONTRACTOR elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the CONTRACTOR may request and BTSTD

and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If BTSTD and State approval is granted, the CONTRACTOR shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

E. NOTICE OF CANCELLATION OR CHANGE.

The CONTRACTOR or its insurer must provide thirty (30) days' written notice to BTSTD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). CERTIFICATE(S) OF INSURANCE.

CONTRACTOR shall provide BTSTD with a certificate(s) of insurance for all required insurance before the CONTRACTOR performs under the Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

VII. SUBCONTRACTS

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

CONTRACTOR agrees to flow down all obligations imposed upon CONTRACTOR by the Contract to any subcontractor or sub-consultants, and to include a similar requirement to flow down said requirements to any lower tier subcontractors or consultants.

VII. AMENDMENT

A. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Basin Transit Service Transportation District, acting as fiscal agent for the BTSTD.

B. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

VII. INDEMNITY

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

B. CONTRACTOR shall indemnify, defend, save, and hold harmless State and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any its officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by CONTRACTOR from and against any and all Claims. CONTRACTOR, nor any attorney engaged by CONTRACTOR, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that CONTRACTOR is prohibited from defending State or that CONTRACTOR is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against CONTRACTOR if State elects to assume its own defense.

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

**Basin Transit Service County
Transportation District**
1130 Adams Street
Klamath Falls, OR
97601

By:

Authorized Signature

Name/Title (Printed)

Date

Telephone/Fax Number CCB License # (if applicable)

By:

Authorized Signature

Name/Title (Printed)

Date

Approved as to Form

Oregon Business Registry

Entity Type/State of Formation

District General Counsel

(To be completed and submitted with Proposal)

1. Buy America Certification

(49 U.S.C. 5323(j); 49 CFR Part 661)

The bidder must complete either Section A or Section B.

Section A – Certification of Compliance with Buy America Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR Part 661.

Company Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

Section B – Certification of Non-Compliance with Buy America Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception.

Company Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(Executive Orders 12549 & 12689; 2 CFR Part 180)

The bidder certifies, by submission of this proposal, that neither it nor its principals:
Are presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from participation in federally assisted transactions.

Company Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

3. Certification Regarding Lobbying

(31 U.S.C. 1352; 49 CFR Part 20)

The undersigned certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid to influence a federal agency, member of Congress, or congressional staff regarding this contract.

If any non-federal funds are used for lobbying, the undersigned will file Standard Form–LLL (Disclosure of Lobbying Activities) in accordance with federal regulations.

Company Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

4. Certification of Non-Collusion

The bidder certifies that its proposal is genuine, not a result of collusion, and has not been knowingly disclosed to any other competitor.

Company Name: _____

Authorized Signature: _____
Printed Name & Title: _____
Date: _____

5. DBE (Disadvantaged Business Enterprise) Participation Statement
(49 CFR Part 26)

The bidder must indicate whether it is a certified DBE, and/or if it intends to subcontract with DBE firms.

☐ Bidder is a DBE-certified firm

☐ Bidder is not a DBE, but commits to subcontracting ____% of total contract value to DBE firms

Company Name: _____
Authorized Signature: _____
Printed Name & Title: _____
Date: _____

6. Acknowledgment of Federal Contract Clauses

The bidder acknowledges that it has reviewed, understands, and will comply with all federal clauses included in the RFP.

Company Name: _____
Authorized Signature: _____
Printed Name & Title: _____
Date: _____