



**Basin Transit Service Transportation District**

1130 Adams Street

Klamath Falls, OR 97601 541-883-2877

**REQUEST FOR PROPOSALS**

*BTS Facilities Improvement Plan*

**Published – April 1, 2026**

**Closing - Submittals Must Be Received By 4:30 PM on May 1, 2026**

# 2026 BTSTD Board Members and Staff

## **Board Members**

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Adrian Mateos, General Manager  
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## **Introduction**

Basin Transit Service Transportation District (BTSTD) provides public transportation within Klamath County, OR. BTSTD provides transit services to the urban growth area of Klamath Falls. BTSTD began intercity transit services to the incorporated cities of Bonanza, Merrill, Malin, Beatty, Bly, Dairy, Falcon Heights, Keno, Worden, Midland, and Lake of the Woods. The Klamath Tribes provides transit services to intercity communities of Chiloquin, Bonanza, and Klamath Falls.

BTSTD seeks proposals from qualified consultants to prepare a Facilities Improvement Plan. More specific objectives are included under the RFP Scope of Work.

This project is funded by the 5304 federal grant and STIF (Population) funds.

## **Background**

Basin Transit Service Transportation District provides public transportation throughout Klamath Falls and the surrounding region, offering a combination of fixed-route bus service and complementary paratransit services designed to ensure accessible mobility for the general public, seniors, and individuals with disabilities. The system operates multiple fixed routes across the community, along with demand-response and regional connection services that link riders to employment, healthcare, education, and essential services throughout Klamath County and nearby rural communities.

Basin Transit Service has experienced notable organizational growth in recent years, including increased staffing levels necessary to support rising ridership demand and expanded service offerings such as regional connections and specialized transportation programs. As demand for reliable and accessible transit continues to increase, existing facilities are being utilized at or near capacity, highlighting the need for a comprehensive evaluation of current and future

facility requirements. Developing a Facilities Improvement Plan will provide the Board of Directors and Management with a strategic framework to assess facility usage, identify gaps, and prioritize investments. This plan will support informed decision-making to ensure that facilities are aligned with operational needs and organizational goals, ultimately enhancing Basin Transit Service's ability to deliver safe, efficient, and reliable public transportation services to the community.

## **Project Scope of Work**

Basin Transit Service Transportation District (BTSTD) seeks proposals from highly qualified and experienced consultants to conduct a comprehensive architectural and operational analysis and to develop a forward-looking, fully integrated facilities master plan for its district offices and maintenance operations. The selected consultant will be responsible for evaluating existing assets, identifying current and future operational needs, and delivering innovative, efficient, and scalable design solutions that support the agency's mission, growth, and long-term sustainability. This effort must reflect best practices in transit facility planning, workforce functionality, safety, and cost-effective design.

The scope of work shall include a detailed assessment of existing facilities, infrastructure, and site conditions across all relevant BTSTD properties, including but not limited to 1130 Adams Street, 1125 Adams Street, the transportation station located at the intersection of Altamont Street and S. 6<sup>th</sup> Street, and the transportation station located on Pine Street. The consultant shall evaluate structural integrity, code compliance, operational efficiency, and adaptability to future demands. This assessment must include a comprehensive analysis of current space utilization across administrative, operations, and maintenance functions, identifying deficiencies, redundancies, and opportunities for optimization, including workflow patterns, circulation, and departmental adjacencies.

A central component of this work is the development of comprehensive space programming requirements. The consultant shall define detailed space needs for administrative offices, ensuring suitable, efficient, and modern working environments for all administrative staff, as well as functional and appropriately sized meeting and training rooms. The plan must also include a well-designed and comfortable transit operator lounge that supports rest, recovery, and operational readiness, along with a suitably designed Board of Directors meeting space that accommodates governance functions and public engagement. All spaces should reflect best practices in workplace design, accessibility, and flexibility for future organizational growth.

The consultant shall conduct a thorough analysis of fleet and site requirements, including vehicle circulation, parking capacity, and staging for both revenue and non-revenue vehicles. A key objective is to maximize parking efficiency and capacity for fleet vehicles, employee vehicles, and customer/visitor parking while maintaining safe, intuitive, and efficient site circulation. This includes evaluating current and projected fleet size, vehicle types, and operational patterns. The consultant should also identify and evaluate options for electric vehicle charging infrastructure to support vehicles and future fleet electrification efforts, including infrastructure capacity, spatial requirements, and phased implementation strategies.

In addition, the consultant shall evaluate and recommend improvements to existing facilities, including renovation, repurposing, consolidation, or replacement strategies across all identified

sites. This includes identifying opportunities to modernize infrastructure, improve energy efficiency, and incorporate sustainable and resilient design practices. Recommendations should align with applicable building codes, environmental regulations, ADA requirements, and industry standards. The consultant shall also assess lifecycle costs, maintenance implications, and operational impacts of all proposed solutions.

The final deliverables shall include the development of short-term (0–5 years), intermediate (5–10 years), and long-term (10+ years) implementation strategies. Each phase shall include clearly defined projects, prioritization rationale, conceptual layouts, and order-of-magnitude cost estimates. The consultant shall provide actionable, data-driven recommendations that balance operational needs, financial constraints, and anticipated growth, along with phasing strategies designed to minimize disruption to transit services and daily operations.

Ultimately, the consultant will produce a comprehensive facilities master plan that serves as a strategic and actionable roadmap for BTSTD. This plan shall include conceptual site plans, space allocation diagrams, parking and circulation strategies, cost projections, and recommended design standards, along with a clear and compelling narrative that justifies proposed solutions. The final product must be practical, visionary, and adaptable, positioning BTSTD to effectively meet current demands while preparing for future expansion, technological advancements, including electrification, and evolving transit service needs across all identified locations.

### **Task 1: Project Initiation**

A kick-off meeting and the selected consultant will be held at the commencement of the project to establish and agree upon communication protocols, roles and responsibilities, expectations, and to review background information on Klamath County. BTSTD will explain the expected deliverables, progress reports, and invoicing procedures.

#### Deliverables:

- Kick-off meeting.
- Project management plan, including the roles of the project manager and monthly consultant meetings, and project team members.
- Schedule of project meetings.
- Progress reports that summarize task progress and deliverables in accompaniment of monthly invoices.

### **Task 2: Facilities Analysis**

Consultant will conduct the analysis related to the scope of work

### **Task 3: Needs & Opportunities Memo**

Consultant will incorporate findings from task 2 into a draft Needs & Opportunities Memo.

### **Task 4: Final Facilities Improvement Plan**

Consultant shall prepare a draft of the Facilities Improvement Plan based on information in the previous deliverables.

### **Task 5: Final Presentation**

The consultant will provide a presentation of the Facilities Improvement Plan to the BTSTD Board of Directors

Expected Completion Date: September 30, 2026

### **Task 6: Final Deliverables**

The consultant shall provide the following number of hard copy documents and electronic copies of all deliverables in a compatible format for BTSTD for posting on the District a website.

#### Deliverables:

- Twenty-five (25) bound copies for *Basin Transit Service Transportation District*
- Electronic formats of all project deliverables, in BTSTD compatible formats, including data and support files.

### **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 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 referenced.
5. Work plan and schedule to complete the project scope of work, identifying milestones and deliverables.

6. 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. The total costs should not exceed the current funding available for this project, which is currently \$60,000.

## RFP Questions, Contact Person, and Schedule

Questions:

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 April 20, 2026, 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. Interested applicants must view BTSTD’s RFP webpage at:

<https://www.basintransit.com/requests-for-proposals-BTSTD/>

This will serve as notification 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  
[adrianmateos@basintransit.com](mailto:adrianmateos@basintransit.com)

### 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	April 1, 2026
Vendor Questions Due	5:00 PM, April 20, 2026
BTSTD Response to Vendor Questions	No later than April 25, 2026
Vendor Proposals Due	4:30 PM, May 1, 2026
Evaluation and Ranking of Proposals	May 5, 2026

Interviews (if necessary)	May 9-10, 2026 (tentative)
Consultant – BTSTD Contract, including Scope of Work and Guaranteed Maximum Price	No later than May 20th, 2026
BTSTD Board of Directors Approval	May Board of Director Meeting
Contract Start Date	June 1, 2026

**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	30
Qualifications and similar experience of the consulting firm and project team	25
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes = 25 points, No = 0 points)	25
Local transit knowledge demonstration	5
Innovative ideas to meet RFP objective	5
DBE participation level	5
References	5

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**

The anticipated start date is June 1, 2026, with a December 31, 2026, contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. This project currently has available funding of \$60,000 for this effort; The BTSTD General Manager will schedule the proposed technical services agreement for consideration for the BTSTD Board of Directors on May, 2026. 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 of 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**  
**[adrianmateos@basintransit.com](mailto:adrianmateos@basintransit.com)**

Submittals must be received at the BTS office before 4:30 PM on May 1, 2026, 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 depending 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 BTSTD's website 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 response to the RFP. If the consultant brings to BTSTD's attention, at least ten (10) days before the RFP deadline, an alternative 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**

(Sample basic Professional Services Contract. Required Federal components will be added to final 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 Facilities Improvement Plan*, submitted on \_\_\_\_\_, 2026, 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, 2026**.

**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. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The guaranteed maximum compensation authorized under this Contract shall not exceed **\$60,000**.

**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](http://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 State 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).

**F. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
Entity Type/State of Formation

**Basin Transit Service County Transportation District**

1130 Adams Street  
Klamath Falls, OR 97601

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

Approved as to Form

\_\_\_\_\_  
District General Counsel