



Request for Proposal

Professional Services for
Canby Area Transit Master Plan

195 S Hazel Dell Way
Canby, Oregon 97013
PH. 503-266-4022

SUBMISSIONS DUE: Friday August 4, 5:00 p.m.

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REQUEST FOR PROPOSALS

Notice is hereby given that the City of Canby, will receive Requests for Proposal until **5:00 p.m. August 4, 2023** addressed to the attention of Todd M. Wood, Transit Director, Canby Area Transit, 195 S Hazel Dell Way, Canby, OR 97013 for the following:

CITY OF CANBY PROFESSIONAL SERVICES FOR CANBY AREA TRANSIT MASTER PLAN

The City of Canby (City), Oregon, is requesting proposals from qualified experienced consultant firms to provide professional services to facilitate community and stakeholder engagement to update the Transit Master Plan for Canby Area Transit (CAT).

The primary goal of the project is to facilitate a robust and focused community dialog that results in a comprehensive update the existing Canby Area Transit Master Plan. The TMP is available at <https://www.canbyoregon.gov/area-transit/page/plans-and-policies>.

This request for proposal shall be used to compile a list of interested and qualified firms who will be ranked in accordance with procedures as outlined in this document.

Project Details, Statement of Qualifications (SOQ) submittal requirements, and other related information is available at the City of Canby's website:
<https://www.canbyoregon.gov/RFPs.htm>.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon determination by the City that it is in the public interest to do so.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All proposers are required to comply with the provisions of Oregon Revised Statutes.

Requests for Proposals are due at the Canby Area Transit facility by **5:00 p.m. PST, August 4, 2023**. Electronic submission in PDF format is preferred by email to: woodt@canbyoregon.gov. Proposals can also be mailed or be delivered to:

**Canby Area Transit
Attention: Todd Wood
195 S. Hazel Dell Way
Canby, OR 97013**

Responses received after the designated closing date and time will not be opened or reviewed.

Section 1 Overview

Background

The City of Canby is a municipal governmental entity providing a full range of services including public transit; police protection; land use planning; wastewater services; library services; construction and maintenance of streets and infrastructure; recreational activities, and cultural events. The Canby Area Transit (CAT) operates public transit for the City and resources for the department are limited. The City is soliciting proposals from qualified consultants to update the Transit Master Plan (TMP) to be utilized by the City of Canby and Canby Area Transit.

Preliminary discussion of a Transit Master Plan is included in the 2010 City of Canby Transportation System Plan (TSP). A TMP process and final adoption by the Canby City Council occurred in November of 2017.

Project Goal

The City of Canby is soliciting proposals from qualified, experienced consultant firms to provide professional services to facilitate community and stakeholder engagement and update the Transit Master Plan for Canby Area Transit (CAT).

The primary goal of the project is to facilitate a robust and focused community dialog that results in a comprehensive update to the existing Canby Area Transit Master Plan. The TMP is available at <https://www.canbyoregon.gov/area-transit/page/plans-and-policies>.

Project Area

The project area includes the Canby Area Transit (CAT) service area which is roughly the Canby Urban Growth Boundary (UGB). Some study beyond the UGB will be necessary to ensure a comprehensive examination of the transit services provided by the City and the connectivity to other transit services.

In addition to services within Canby UGB, CAT provides premium ADA services in Oregon City and commuter service to Woodburn and Oregon City. The Canby Transit Center serves as a transfer point for other transit services. See maps in Appendix C.

Project Budget

The total contractor budget for this project will not exceed \$200,000. The project is expected to commence in November 2023 and must be completed by June 2025. The proposed price should include all professional services, including subcontracted services and expenditures.

Section 2 Submission Details

Proposals are due at the Canby Area Transit facility by 5:00 pm on August 4, 2023. Electronic submission in PDF format is preferred by email to: woodt@canbyoregon.gov. Proposals can also be mailed or be delivered to:

Canby Area Transit
Attention: Todd Wood
195 S. Hazel Dell Way
Canby, OR 97013

Questions

Any questions regarding this process should be directed in writing by email to Todd Wood at woodt@canbyoregon.gov. All questions must be submitted in writing by 5:00 pm on July 26, 2023. Proposer questions and the City's responses will be made available to all proposers.

RFP Timeline

July 10, 2023	Request for Proposal (RFP) published
July 26, 2023	Questions in writing submitted by 5:00 pm
August 4, 2023	Proposals due by 5:00 pm
Aug 14-18, 2023	Proposer interviews (at the City's option)
August 23, 2023	Successful consultant proposal announced
August 30, 2023	Protest period ends
Sept 8, 2023	Contract documents, Scope of Work and Work Plan finalized
Sept 20, 2023	First reading of an ordinance authorizing the City to enter into a Personal Services Agreement with the selected consultant
October 4, 2023	Second reading of the ordinance – authorization the staff to execute the agreement with the consultant and proceed with the project
Contract Begins Nov 4, 2023	

Submission Requirements

Proposal submissions must include:

- 1) A description of the company; the background and experience of individuals assigned to this project; specific examples of similar projects accomplished by the consulting entity and individuals proposed to work on this project with names and contact information for reference checking (phone numbers and email addresses preferred).
- 2) A narrative description of the proposed methodology and strategies for accomplishing the primary goal of the project and the tasks described in Section 4.
- 3) A proposed Work Plan which incorporates the 7 tasks in Section 4 and outlines the steps/methods for accomplishing milestones and a proposed timeline for tasks and deliverables. The finalized Work Plan will be used by the City to draft the Scope of Work for the Personal Services Agreement document.

- 4) A proposed project budget (labor and direct expenses) and a fee schedule for all services to be provided.
- 5) The project manager's name and contact information.

Selection Process

Proposals will be reviewed and scored by a selection committee made up of City staff and a representative of Canby Area Transit's Transit Advisory Committee. The City reserves the option to schedule interviews with the top scoring proposers during the week of August 14, 2023. The selection committee will evaluate the proposals according to the following criteria:

<u>Criterion</u>	<u>Possible Points</u>
Firm Experience:	15
Experience of key project staff:	25
Methodology and project approach:	35
Proposed Project Work Plan:	25

The selected proposer will be announced on August 23, 2023 via a pre-award notification delivered via email to all proposers from Todd Wood, Transit Director.

Protest Procedure

Any proposer who has an objection to the pre-award notification or the selection process may lodge that protest in writing with the City Attorney at the address listed below. Award protests shall include "Canby Area Transit Master Plan Update – Award Protest" in the subject line or written on the front of the envelope. Send protest letter to:

**City Attorney
City of Canby
PO Box 930
222 NE 2nd Ave.
Canby, OR 97013**

The written protest must be received by Canby Area Transit (CAT) no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. CAT will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. CAT will promptly issue a written decision on the protest to the Proposer who submitted the protest.

If CAT's written decision on the protest results in a change to the RFP, CAT shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. CAT's decision regarding the protest is final and concludes the administrative appeals process.

Section 3 General Information

History

The City of Canby withdrew from the Tri-County Metropolitan Transportation (TriMet) District on January 1, 2002, and began providing transit services on September 3, 2002. The Canby City Council adopted the initial transit plan by resolution on May 2, 2001.

Service Description

Currently CAT provides fixed-route and demand response transit service to the public within the Canby Urban Growth Boundary (UGB) and commuter service to Oregon City and Woodburn.

CAT operates two types of fixed route services. The 99X provides service along the Highway 99E corridor from Oregon City to Woodburn. The Canby Loop is a local fixed route circulator operating inside the Canby city limits with stops near schools, city facilities and businesses.

The CAT Dial-A-Ride program provides three types of service that require either advance registration or approval:

- 1) Complimentary Paratransit service is provided for qualified elders and people with disabilities within the Canby Area Transit service area. (See map Appendix C).
- 2) A premium Dial-A-Ride service is also available to paratransit service clients. This service transports individuals to and from destinations within Oregon City's limits. Trip purposes are limited to medical, dental, education, employment, legal and social service appointments.
- 3) CAT's General Public Dial-A-Ride service includes a free Shopping Shuttle twice a day, 5 days a week. This service is open to anyone traveling in Canby and provided on a space available, first-come first-served basis.

Regional Service Connections

The Canby Transit Center functions as a regional transit hub. Wilsonville's South Metro Area Regional Transit (SMART) and Molalla's South Clackamas Transportation District (SCTD) operate routes that connect to the Canby Transit Center.

Additionally, CAT provides the only transit service along Highway 99E between Oregon City and Woodburn. This service connects the rural communities along the 99E corridor with the Metro Area in Oregon City.

The north end of CAT's Route 99 serves TriMet's Oregon City Transit Center providing riders with connections to TriMet Lines 32, 33, 79, 99, and 154. Riders can also make a connection to the recently established Shuttle in the Woods.

The south end of CAT's Route 99 serves Woodburn Transit System (WTS) stop number 13 near the Woodburn BiMart and Mega Foods. At this location riders can make connections to WTS and Chemeketa Area Regional Transportation System (CARTS) although the frequency of each of these services is limited so waiting times can be lengthy.

Connection Challenges

The 99X is designed primarily as a commuter route with infrequent service on a variable schedule. Canby Area Transit faces challenges of connecting to multiple transit services with one bus route.

An example is in 2015 when TriMet opened its Portland to Milwaukie Orange Line MAX. The bus service along the Highway 99E corridor between Oregon City and Portland was adjusted to better serve the Orange Line. This caused an impact to most CAT riders traveling into Portland are faced with an additional transfer and/or additional travel time.

SMART and SCTD, both provide service to the Canby Transit Center, and each maintains different arrival/departure and frequency trip schedules. For example, SCTD provides 8 trips a day to Molalla.

SMART provides 8 trips a day connecting to SMART Central and the WES station in Wilsonville. SMART's service is commuter focused arriving/departing on an hourly schedule with a break at mid-day.

The CAT 99X makes 14 trips a day on a variable schedule to Woodburn and stops at the Woodburn Transit Service (WTS) stop near Bi-Mart and Mega Foods. WTS provides service around Woodburn. Salem Keizer Transit (CARTS) also serves this WTS stop.

Section 4 Project Scope

During the Transit Master Planning process, we expect to address the following questions as they relate to the needs of our community and our customers, the services we provide, the equipment and facilities we use, our policies, and our financial situation:

- a) Where are we now?
- b) Where do we want to go?
- c) What will guide us?
- d) How will we get there?

The following 7 Tasks are intended to be a starting point for a more detailed Work Plan which will include specific tasks and a timeline (to be finalized during Task 1). The 7 Tasks and deliverables listed below, as well as appropriate milestone reports, are expected to be incorporated into the proposed Work Plan.

Task 1: Project Organization – Data and Information Collection

Prior to the execution of a contract, the selected proposer will work with City staff to refine and finalize the Work Plan which will be used to develop a Scope of Work document for the Personal Services Agreement. The outcome should be a finalized Work Plan with clarified goals and priorities. Throughout the process the City will provide the selected consultant with all available documentation or data collection and will assist with background and research if needed.

Deliverable: Work Plan

Task 2: Public Engagement

The selected consultant will develop and execute a public engagement plan, utilizing CAT's Limited English Proficiency Plan (LEP), to engage as many stakeholders as possible. Input will also be solicited from the Transit Advisory Committee and City staff.

The public engagement plan should include at a minimum:

- a) Public engagement objectives
- b) A list of key stakeholders
- c) Issues of interest to the stakeholders
- d) Public engagement milestones
- e) Tools and techniques tailored to the needs of CAT

It is expected that public meetings, stakeholder meetings, surveys and other methods of community outreach would be proposed as a part of the public engagement plan.

CAT's 2018 Title VI, Limited English Proficiency Plan can be found at:

https://www.canbyoregon.gov/sites/default/files/fileattachments/canby_area_transit/page/4841/titlevi2018.pdf

Community and stakeholder education and participation will be critical to the credibility of a Transit Master Planning process in Canby. Proposers are encouraged to present innovative and creative ideas for engaging the community and the stakeholders in a planning process that both informs and gathers public opinion.

At a minimum a stakeholder list would include representatives from:

- Canby Area Transit's Transit Advisory Committee
- CAT riders and potential riders
- Canby City Council
- Other elected officials
- Appropriate council subcommittee members and City departmental staff
- Subcontracted service provider staff
- Chambers of Commerce
- Canby business community members
- Jurisdictions served by CAT
- Public transit service providers with existing or potential connections to CAT services
- Housing complexes (for low-income, elderly, disabled, and non-English speakers)
- Assisted Living and care facilities
- Employers and job sites
- Social Service agencies
- Healthcare offices and facilities
- Educational institutions
- Religious and fraternal organizations
- Non-Profits organizations
- Agencies and facilities serving low-income, elderly, disabled, and non-English speakers

Proposers are encouraged to recommend innovative, workable, methods for gathering rider and stakeholder input and collecting rider data. As appropriate, City staff will assist the consultant with distribution and collection of surveys or other proposed methods of gathering input and data.

The TMP will include a summary of how the public and key stakeholders were engaged and an overview of their input on the TMP.

Deliverable: Draft & Final Public Engagement Plan

Task 3: Existing and Future CAT Services

With input from the Transit Advisory Committee, stakeholders and City staff, the selected consultant will analyze existing services including Dial-A-Ride service, fixed-route and commuter services.

This analysis will:

- a) Include both local services and connectivity to neighboring transit providers
- b) Recommend modifications to current services
- c) Suggest future services based on realistic budget projections
- d) Suggest criteria for future service expansions and reductions

Deliverable: Service Analysis and Recommendations

Task 4: Capital Needs Assessment

With input from City staff and stakeholders as appropriate, the selected consultant will evaluate CAT's existing assets and develop capital improvement recommendations. Addressing future equipment, facility, and infrastructure needs such as: rolling stock and associated equipment, technology, bus stop improvements, customer amenities, and both administrative and operational infrastructure.

Deliverable: Capital Needs Assessment and Recommendations

Task 5: Policy

With input from City staff, the selected consultant will recommend transit friendly policies to guide the City in implementing the Transit Master Plan. Policies should guide future service expansions and reductions if needed. The consultant will also recommend revisions to the City Code necessary to support transit and implement transit projects. The City Code is available at: <https://codelibrary.amlegal.com/codes/canby/latest/overview>

Deliverable: Policy Recommendations

Task 6: Potential Funding Source Identification

With input from City staff and stakeholders as appropriate, the selected consultant will examine and analyze CAT's current funding situation and recommend feasible local, State and Federal funding sources with regard to their relative certainty of future availability.

Deliverable: Funding Recommendations

Task 7: Draft and Final Transit Master Plan Documents

Consultant will provide copies of reports, graphs, maps and all plan documents in formats agreed upon by all parties.

Deliverable: Draft and final Transit Master Plan document

Anticipated Project Timeline

The preferred time period to complete the project is approximately six (6) months. It is anticipated that a Personal Services Agreement could be approved by the Canby City Council and executed by both parties by November 4, 2023. A sample Personal Services Agreement is attached as Appendix A. The project must be completed by June 30, 2025.

Section 5 Appendices

Appendix A – Sample Personal Services Agreement

THIS AGREEMENT is between the CITY OF CANBY (City) and _____ (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish the City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that _____ is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

- 5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
- 6. **Work is Property of City.** All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
- 7. **Term**
 - A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
- 8. **Professional Standards.** Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warrants that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will

be considered a default on this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability-errors and omissions-a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage

paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative City, all other provisions of this Agreement shall remain in full force and effect.
15. Indemnification: Contractor shall defend, save, hold harmless, and indemnify the authorized purchaser, the Federal Transportation Administration, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any authorized purchaser, the state, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of contractor, its employees, agents, related to this contract, (ii) any act or omission by contractor that constitutes a material breach of this contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the goods.

Authorized purchaser or state shall promptly notify contractor in writing of any claim of which authorized purchaser or state becomes aware. Contractor's obligation under this section shall not extend to any claim primarily caused by (i) the negligent or willful misconduct of authorized purchaser, or (ii) authorized purchaser's modification of goods without contractor's approval and in a manner inconsistent with the purpose and proper usage of such goods.

However, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its department of justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at

stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the state in assuming its own defense and that of its officers, employees, or agents under (i) and (ii) above.

16. Federal Terms and Conditions. This project is funded in part with grant funds from the Federal Transit Administration via contract with the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "B" attached hereto. The Contractor agrees to comply with all applicable federal regulations.

CITY: Eileen Stein, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: _____

Please submit invoices to: Accounts Payable City of Canby

PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:	CITY OF CANBY:
By: _____	By: _____
Date: _____	Date: _____

Subcontractors will be used _____ Yes _____ No (If yes please complete List of Subcontractors attached to this Agreement).

Approved as to Form:

City Attorney: City of Canby

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above-listed subcontractors.

City of Canby

Date _____

Appendix B – Federal Terms and Conditions

1. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

2. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying

Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Canby.

3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36(i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section. Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City of Canby, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the City of Canby or a sub-grantee of the City of Canby in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the City of Canby, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Canby, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: 1 18 CFR 18.36 (i)

4. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Canby and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. RECYCLED PRODUCTS

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5 40 U.S.C. 3701 et seq.

40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12)

Flow down Requirements: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City of Canby shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) The City of Canby and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Canby, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001 49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

9. TERMINATION

49 CFR Part 18 FTA Circular 4220.1F

See Section 16 of the Purchase Order Terms & Conditions

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON- PROCUREMENT)

49 CFR 18 2 CFR 1200 2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, sub-contractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non- procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). These provisions apply to all City of Canby contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and subcontractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689. The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder certifies as follows:

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

11. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When the City of Canby maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

12. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

(1) The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:

i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, Oregon Revised Statute Chapter 659A, et seq.

ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, Oregon Administrative Rule 839-005-0000 to 839-005-0400.

iii. 49 U.S.C. § 5325 (k).

iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

(2) The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

(3) The following requirements apply to a contract awarded as a result of this solicitation:

i. Nondiscrimination - In accordance with U.S. Department of Transportation

(DOT), Federal, and Oregon Revised Statutes, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, Oregon Revised Statutes Chapter 659A et seq, and Oregon Administrative Rule 839-005-0195, the Contractor agrees that it will comply with the identified Federal and State of Oregon laws and regulations, pertaining to City of Canby programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of Oregon statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a. Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, Oregon Administrative Rule 839-005-0000 to 839-005-0400, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (4) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

13. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

14. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and

associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the City of Canby or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the City of Canby or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal

Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the City of Canby or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the City of Canby and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the City of Canby or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the City of Canby and the Contractor agree to indemnify, save, and hold harmless the Federal

Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the City of Canby or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the City of Canby nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the City of Canby or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the City of Canby or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the City of Canby and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contract and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City of Canby and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or

state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City of Canby and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

(1) The City of Canby encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, the City of Canby must comply, and ensure that its Contractor(s) comply with 49 CFR Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note).

(2) DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between the City of Canby and the U.S. DOT, the City of Canby has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between the City of Canby and the U.S. DOT, the City of Canby has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation* and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), the City of Canby will strictly utilize race neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of the City of Canby contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT

assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. The City of Canby and sub-recipients (Contractor and its sub- contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, the City of Canby and sub-recipients (Contractor and its subcontractors) of FTA- funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". As the City of Canby is required to have a DBE program, the third-party contracts that the City of Canby has included in its DBE program determine whether the City of Canby meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at <https://www.federalreserve.gov/>. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

(4) DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-Contractor Payment Report", which is used by the City of Canby to verify payments to DBE and non-DBE subcontractors. When completing this form, the Contractor must designate DBE subcontractors by placing an asterisk in front of their name. As Federal law requires that the City of Canby have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub- Contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the State of Oregon website: <https://www.oregon.gov/odot/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

(5) DBE Contract Assurance (49 CFR 26.13)

i. The City of Canby does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City of Canby takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. The City of Canby's DBE Program as required by

49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-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 the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments.
- b. Assessing sanctions.
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

(6) DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from the City of Canby, the successful Bidder shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Bidder for work performed by the sub- Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Bidder receipt of released retention from the City of Canby upon completion of the project as defined in the Oregon Public Contracting Code, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, in accordance with the provisions of the Oregon Public Contract Code. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by the City of Canby, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub- Contractor's share of the retention received, in accordance with the provisions of the Oregon Public Contracting code. This applies to both DBE and non-DBE sub-Contractors.

ii. Failure to comply with these provisions or delay in payment without prior written approval from the City of Canby will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

(7) DBE Breach of Contract

i. Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by the City of Canby or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).

(8) Civil Rights Policy Statements

i. The City of Canby's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: <https://www.canbyoregon.gov/area-transit/page/title-vi-non-discrimination-policy>.

ii. The City of Canby's EEO Policy Statement is available by request. Contact the City of Canby, PO Box 930, Canby, OR 97013.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)

Terms FTA Circular 4220.1F

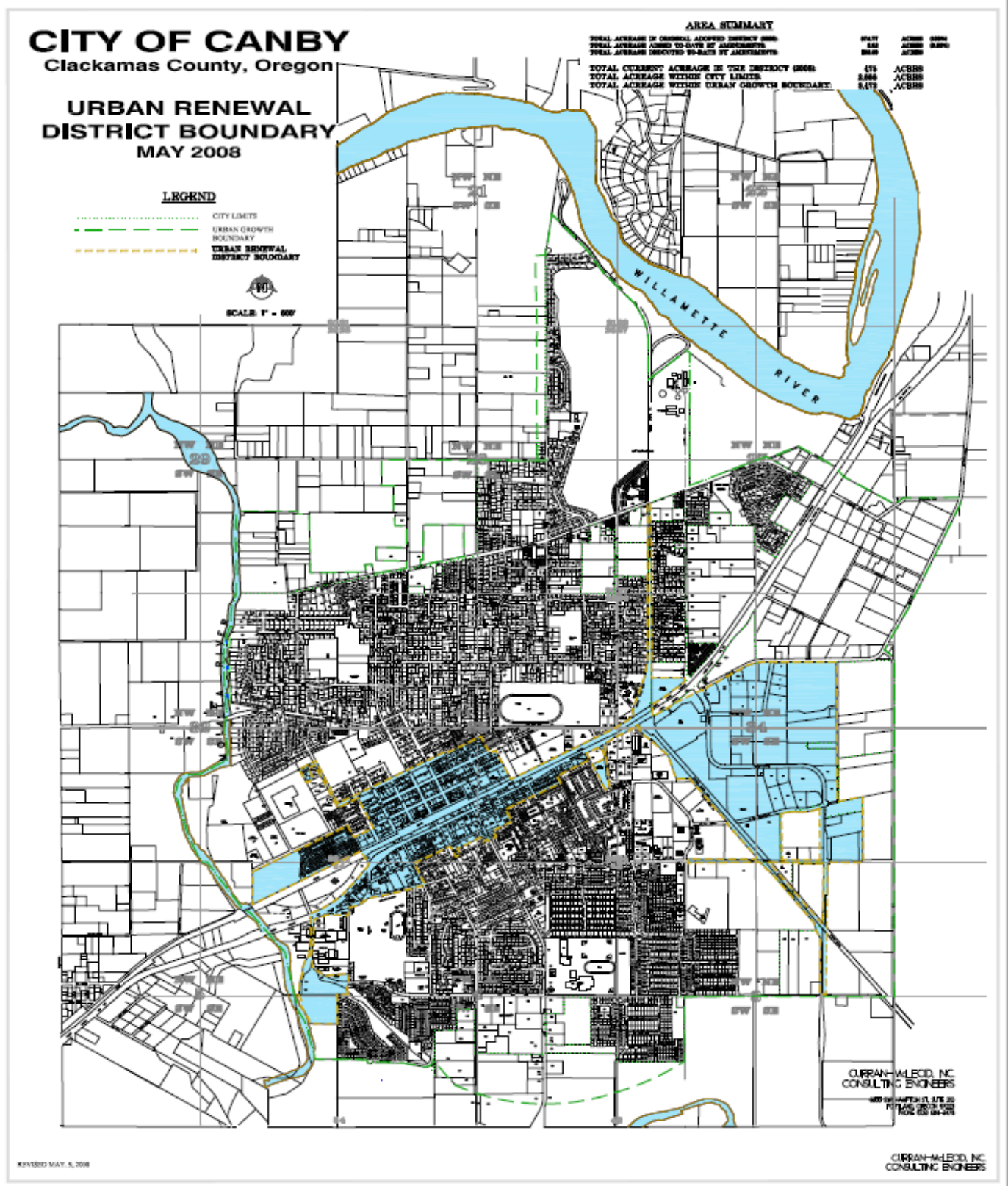
Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Canby requests which would cause the City of Canby to be in violation of the FTA terms and conditions.

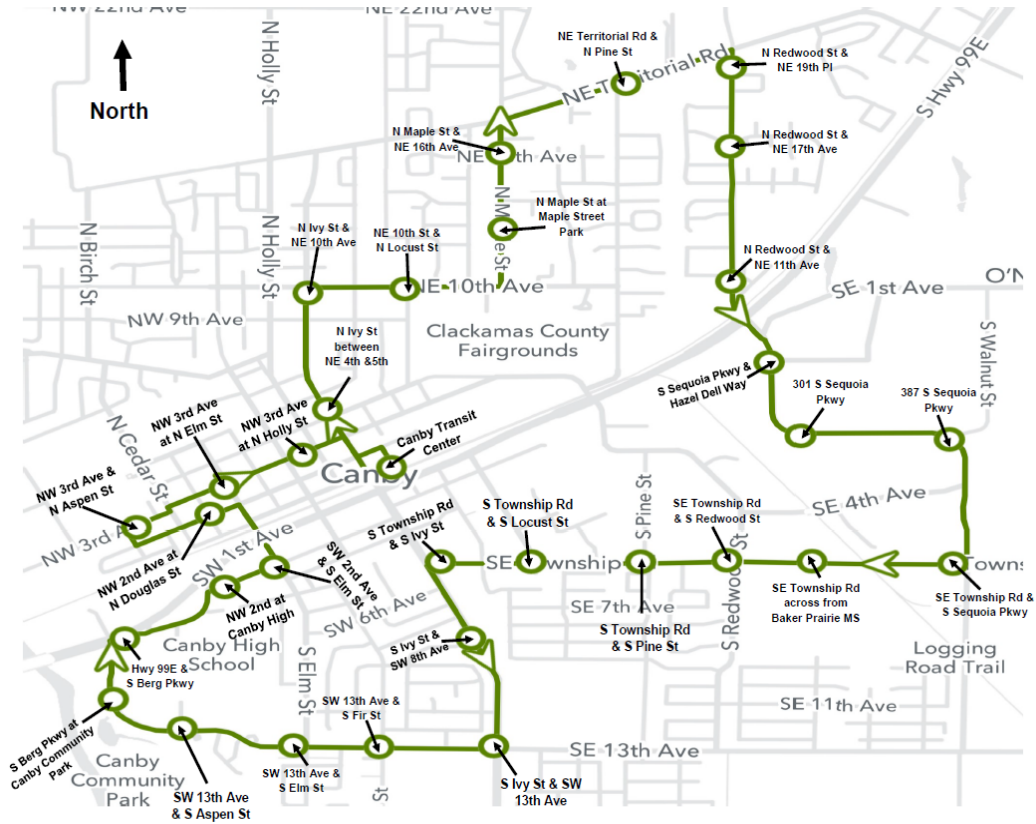
Appendix C – Service Maps

CITY OF CANBY URBAN GROWTH BOUNDARY/URBAN RENEWAL DISTRICT MAP



CANBY AREA TRANSIT FIXED ROUTES

CANBY LOOP CIRCULATOR



99X FIXED ROUTE OREGON CITY TO WOODBURN

CAT99X bus Route Map - Woodburn

