



RFP No. R-RT200202AB

**TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON**

**REQUEST FOR PROPOSALS  
FOR**

**TEMPORARY TECHNICAL STAFFING SERVICES**

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet) invites sealed proposals for Temporary Technology Staffing Services, as described in this RFP.
2. TriMet will receive sealed Proposals from interested firms through its eProcurement System (TriP\$). Proposals must be submitted to TriMet through TriP\$ no later than **October 21, 2020 at: 4:00 PM**. Proposals will not be publicly opened.
3. **A pre-proposal conference will not be held for this solicitation.**
4. Proposers must be registered on TriP\$ at:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TriMet>

In the event solicitation addenda are issued, only registered Proposers will be notified of the availability of addenda for download. **Acknowledgment of addenda will be required.**

5. All questions regarding this procurement must be directed to Anthony Blackmon, Contract Administrator, via email at [Blackmoa@trimet.org](mailto:Blackmoa@trimet.org).

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

By: Anthony Blackmon  
Contracts Administrator  
Procurement & Supply Chain Mgmt. Dept.

Issue Date: September 25, 2020

**TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON**

**REQUEST FOR PROPOSALS  
FOR**

**TEMPORARY TECHNICAL STAFFING SERVICES**

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## SECTION 1 – PROPOSAL FORMS, REQUIREMENTS, CONDITIONS, AND EVALUATION OF PROPOSALS

### SECTION 1.1 – PROPOSAL FORMS

Under separate file. **All Proposal Forms, including the Proposal Price Form, must be submitted via upload into the Supplier Attachment section in TriP\$** (see Section 1.2.7 – Submission of Proposals for additional details);. Emailed Proposals, Proposal Forms, and/or Proposal Price Forms directly to TriMet's Contract Administrator is not allowed and will not be accepted. **Proposals, Proposal Forms, and/or Proposal Price Forms not uploaded into TriP\$ will be deemed non-responsive, and rejected.**

## **SECTION 1.2 – PROPOSAL REQUIREMENTS**

### **1.2.1 Request for Proposals – RFP (08/16)**

The Tri-County Metropolitan Transportation District of Oregon (hereinafter "TriMet") requests proposals for providing services for Temporary Technical Staffing. This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this RFP may render the proposal unacceptable. This RFP is issued by the Procurement & Supply Chain Management Department. All communications pertaining to this RFP shall be directed to TriMet, Procurement & Supply Chain Management Department, 1800 SW 1<sup>st</sup> Ave., Suite 300, Portland, Oregon 97201; Attn: Anthony Blackmon via email at [Blackmoa@trimet.org](mailto:Blackmoa@trimet.org).

TriMet reserves the right to analyze, examine, and interpret any proposal for a period of not more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.

### **1.2.2 Questions and Changes to the RFP (08/16)**

TriMet reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals shall be electronically posted to TriMet's Procurement System (TriP\$), which can be accessed at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TriMet>. Failure to acknowledge receipt of an addendum may cause a proposal to be rejected as non-responsive. Following receipt of proposals, any changes to TriMet's RFP will be conveyed in writing by TriMet to those Proposers determined to be in the competitive range.

Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to Anthony Blackmon at [Blackmoa@trimet.org](mailto:Blackmoa@trimet.org). The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. Requests must be submitted no later **than October 12, 2020 at 4:00 P.M.**

TriMet shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change.

Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the Procurement & Supply Chain Mgmt. Department.

### **1.2.3 Pre-Contractual Expenses (08/16)**

Pre-contractual expenses are defined as expenses incurred by the firm in: 1) preparing its proposal in response to the RFP; 2) submitting that proposal to TriMet; 3) negotiating with TriMet any matter related to this proposal; and 4) any other expenses incurred by the firm prior to the effective date of award, if any, of a contract resulting from this solicitation.

TriMet shall not, in any event, be liable for any pre-contractual expenses incurred by firms in the preparation of their proposal. Firms shall not include any such expenses as part of their proposal.

### **1.2.4 Multiple Proposals (08/16)**

Multiple proposals from a single proposer will not be accepted.

### 1.2.5 Late Proposals (REVISED)

A Proposal is late if TriMet receives it after the deadline stated in this RFP for delivery of Proposals. A Proposal shall be deemed received by TriMet when it is available to be viewed by TriMet in TriP\$.

**Proposers who are invited to any subsequent process as a part of this solicitation, and who do not submit any required documentation (i.e., BAFO, email acknowledgement/read receipts, etc.) by the deadline specified for the subsequent process shall be deemed late, causing their proposal to be rejected as non-responsive.**

### 1.2.6 Supplements to Proposals (08/16)

If any proposal indicates minor noncompliance or variance with the RFP, TriMet may, but need not, request that the proposal be supplemented.

If requested, the Proposer may submit a supplement to the proposal responsive to such a request, within the time period established in such request, which TriMet will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers.

### 1.2.7 Submission of Proposals (08/16)

Proposers shall submit their proposal via TriMet's eProcurement System (TriP\$), at or before the time specified in this RFP. No proposals shall be accepted by TriMet after the time specified. TriMet shall not be liable for delays in delivery of proposals. TriMet shall keep submitted proposals via its eProcurement System (TriP\$) unopened until the time fixed for the receipt of proposals. TriMet reserves the right to postpone the proposal due date/time for its own convenience.

Proposals must be submitted electronically, via TriMet's eProcurement System (TriP\$), no later than **October 21, 2020 at 4:00 P.M. (Local Time)**. **Proposals, Proposals Forms, and/or Proposal Price Forms(s) not uploaded into TriP\$ will cause rejection of the proposal.**

Proposals must be submitted (uploaded) on TriP\$, as three (3) separate files as follows:

- A. **One (1) PDF version of the Technical Proposal**, including a cover letter and **all proposal forms** except for Form 1.1.1 – Proposal Price Form.
- B. **One (1) PDF version of Price Form 1.1.1 – Proposal Price Form.**
- C. **Proposal forms**

### 1.2.8 Cancellation of RFP (08/16)

TriMet reserves the right to cancel this RFP at any time without liability prior to execution of the contract by TriMet if cancellation is deemed to be in TriMet's best interest. In no event shall TriMet have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.



### **1.2.9 Confidentiality of Proposal (05/20)**

Prior to Contract award, TriMet believes that the public interest will be harmed by disclosure of Proposals, Proposal supplements, and all communications made in the course of procurement negotiations, and will hold all such documentation in confidence, until after Contract award, pursuant to ORS 192.355(4).

After Contract award, TriMet will treat Proposals, Proposal supplements, and all communications made in the course of procurement negotiations a matter of public record, except to the extent they contain trade secrets, confidential information, or are otherwise exempt from disclosure under Oregon or federal law.

### **1.2.10 Trade Secrets and other Confidential Information (05/20)**

Proposers must clearly and specifically identify confidential or trade secret information in their Proposals and must cite statutory or regulatory authority for every asserted exemption from public disclosure. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. TriMet believes that Total and Annual price proposal amounts do not meet the qualifying criteria of ORS 192.345(2), and will not assert that this information is trade secret-protected in response to a request for its public disclosure. TriMet will make an independent determination regarding exemptions applicable to information that has been properly marked.

**IF A PROPOSER DOES NOT PROPERLY MARK PURPORTEDLY TRADE SECRET AND CONFIDENTIAL INFORMATION IN A PROPOSAL, TRIMET MAY DISCLOSE SUCH INFORMATION IN RESPONSE TO A PUBLIC RECORDS REQUEST WITHOUT NOTICE TO THE PROPOSER.**

TriMet disclaims liability for disclosure of trade secrets or other information entitled to confidential treatment if the Proposer fails to identify trade secrets or other confidential information clearly, has failed to cite statutory or regulatory authority for keeping such information confidential, or identifies an entire proposal or proposal supplement as confidential or exempt.

If, in response to a public records request, TriMet refuses to release the records in question due to such information being properly marked by the Proposer as trade secrets or other confidential information, the Proposer agrees to provide information sufficient to sustain TriMet's position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, TriMet will notify the Proposer in order for the Proposer to take whatever legal action the Proposer deems appropriate. The Proposer agrees to hold harmless, defend, and indemnify TriMet for all costs, expenses, and attorney fees that may be incurred by TriMet as a result of any legal proceeding regarding the disclosure of the Proposer's records.

### **1.2.11 Procurement Confidentiality (08/16)**

Proposers are cautioned that until submission of their proposal, they may have contact concerning this RFP with only those District representatives, agents, or personnel designated in writing herein. Discussions or communications concerning this RFP with SEC Committee Members, District Project Managers, District employees, its consultants, or members of the TriMet Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the

Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

**1.2.12 Administrative Remedies (08/16)**

A proposer or offeror may seek administrative remedies under Proposal/Proposal Protest Procedures of TriMet's Contracting Rules. Copies of TriMet's Proposal/Protest Procedures are available upon request from TriMet's Procurement and Supply Chain Management Department, 1800 SW First Avenue, Suite 300, Portland, Oregon 97201.

**1.2.13 Anticipated Selection Schedule\***

The following schedule is subject to change:

Issue RFP .....	September 25, 2020
Proposals Due .....	October 21, 2020
Proposal Evaluation .....	Week of October 26, 2020
Discussions/Interviews (if held) .....	Week of November 2, 2020
Request for Best and Final Offers .....	by November 9, 2020
Best and Final Offers Due .....	by November 16, 2020
Notice of Intent to Award .....	by November 20, 2020
Award of Contract .....	by November 30, 2020

**\*Proposers who submit a response to this Request for Proposal agree that the schedule is subject to change and shall be available for subsequent steps if determined within the competitive range.**

**END SECTION 1.2 – PROPOSAL REQUIREMENTS**

## **SECTION 1.3 – SPECIAL PROPOSAL CONDITIONS**

### **1.3.1 Multiple Award (REVISED)**

TriMet intends to award up to four (4) contracts for an **initial amount up to \$400,000 each**. TriMet, at its sole discretion, may lower the initial amount based on the needs of TriMet. TriMet may approve incremental yearly contract value increases depending on task order award **for a total potential 5-year contract value of \$2,000,000 each**. This information is provided to advise offeror's of the expected magnitude of the contracts, but the size and number of task orders will be based on actual requirements, which are subject to change. TriMet makes no guarantees as to any minimum amount of work or compensation under these contracts and contractors will be paid only for work actually performed.

### **1.3.2 Unnecessarily Elaborate Proposals (08/16)**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

### **1.3.3 Materially Unbalanced Proposals (08/16)**

TriMet reserves the right to reject proposals that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low prices for other items.

### **1.3.4 Detailed Description of Services (08/16)**

Firms are cautioned that the item descriptions on the price form are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each firm must consult the Specifications or Statement of Work sections of the solicitation document for complete descriptions of the required supplies or services.

### **1.3.5 Inclusion of Costs (08/16)**

The proposed billing rates must include any incidental expenses including, but not limited to indirect costs, overhead, insurance, and other ordinary expenses or incidental costs. Any other expenses or direct costs shall be included in Contractors proposed billing rates; no additional compensation will be allowed.

### **1.3.6 Inclusion of Option Pricing in Evaluation of Proposal (08/16) – RESERVED**

### **1.3.7 Responsibility Determination (08/16)**

Following evaluation of proposals, TriMet may meet with competitive finalists to ensure that the selected proposer is capable of meeting the requirements of the contract. The proposer will be required to demonstrate that it has, or has readily available access to, adequate personnel and sufficient equipment necessary to perform the work and provide the deliverables of this contract as specified.

### **1.3.8 Organizational Conflict of Interest (08/16)**

The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the contractor has disclosed all such relevant information.

The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to TriMet. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with TriMet, to avoid, mitigate, or neutralize the actual or potential conflict.

TriMet may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to TriMet, TriMet may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

The contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

### **1.3.9 Pre-Award Analysis (08/16)**

TriMet intends to analyze all proposals and proposers to ensure specifications are met and products are authentic, prior to Contract award. More documentation may be required from the proposer and/or manufacturers of the products to satisfy this analysis, which proposers shall provide within three (3) business days of TriMet's request. Failure by any proposer to provide requested documentation, and within the timeframe stated in this Article, will cause their proposal to be rejected.

## **END OF SECTION 1.3 – SPECIAL PROPOSAL CONDITIONS**

## SECTION 1.4 – EVALUATION OF PROPOSALS

### 1.4.1 Evaluation Criteria (REVISED)

#### A. Format of Proposal

Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the Proposer.

- (1) Proposers shall submit proposals as set forth in Paragraph 1.2.7, Submission of Proposals, above.
- (2) Proposers are cautioned not to minimize the importance of an adequate response in any area.
- (3) Technical proposal documents shall be sectionalized as described below. Each section should be preceded by a blank page (not included in page limits).
- (4) Describe your Firm's direct-hire process if TriMet should desire to hire your temporary employee at any time during the employee's time with or immediately after TriMet.
- (5) **Proposal shall not exceed thirty (30) pages, not including the Section 1.1 Proposal Forms and Proposal Price Form (if any). Pages in excess of the limitation will be deleted and will be neither read nor evaluated.** Proposers shall use an 11-point or 12-point font, single-spaced and one-inch page margins.

#### B. Content of Technical Proposal

At a minimum, the items described in each section below shall be addressed. Points will be awarded based on the Proposer's past performance for services relevant to TriMet's needs. Provide the following information:

##### 1. **Technical Proposal Section 1 – Introductions and References**

- (a) Introduction: Provide an introduction of the Proposer. Describe primary business experience of the Proposer, the Proposer's overall mission statement, length of time in business, ownership, the location of office(s), telephone number, email address, website address and other information Proposer might deem pertinent and introductory in nature. Company resumes are acceptable, as long as all information requested is provided.

Resumes provided shall demonstrate proposers staff that will provide support to requests received from TriMet for Temporary Technical Staffing.

**\*A primary contact person for solicitation purposes with phone number and email address must be included.**

- (b) References: Proposer shall provide a list of five (5) agencies for which their firm has provided similar services over the last three (3) years. The list shall include:
- Name of client (contact person name, title, full address, email, and telephone number);
  - Period of contract;
  - Value of contract; and
  - Services offered and results.

TriMet may contact these references. Failure to include required references shall cause the proposal to be rejected as non-responsive.

2. **Technical Proposal Section 2 – Qualifications of Proposer, Staff and Diversity (60 Possible Points)**

- (a) Qualifications of the Proposer (20 possible Points): In this Section, the Proposer shall provide its history, experience and past performance relevant to TriMet's needs during the **last three (3) years**, including but not limited to, a description of the Proposer's direct experience which is similar in size, scope and complexity to that required by this contract. Information regarding the Proposer's direct relevant experience shall include a list which provides dates, locations, cost of contracts, project managers, and names, addresses, contact persons and telephone numbers of clients.
- (b) Describe the resources that your firm has available for successfully and satisfactorily performing the work under the contract resulting from this RFP.
- (c) Qualifications of Staff (25 possible points): This Section shall contain the Proposer's staffing and organizational plan, which shall identify the Project Manager and any other key personnel who will be assigned to the work under this contract. This Section shall also contain the direct qualifications, experience and training of each key individual or group of individuals. Resumes must be complete and concise (limited to a maximum of one (1) page for each employee), and include, at a minimum, work experience, education, training and certifications, and number of employees supervised, where applicable. Resumes shall be focused upon experience directly relevant to the work to be performed under this contract.
- (d) Workforce Diversity (15 possible points): TriMet values, encourages, and supports diversity in its workforce and in the workforce of those who contract with TriMet. The Proposer shall complete the **Workforce Utilization** form contained in Section 1.1 (Proposal

Forms) of the RFP to describe its current workforce. If the Proposer currently has an under representation of minorities or women, describe how it might propose to remedy the underutilization over time. If any subcontractors are proposed, the Proposer shall provide this information for proposed subcontractors.

3. **Technical Proposal Section 3 – Understanding of the Work (40 Possible Points)**

As part of the evaluation under this section, the SEC will consider the firm's responses to the questions and requested information, outlined below:

- a. Work Plan: Points will be awarded based on Proposer's communicated understanding of the Scope of Work and the appropriateness of the proposed approach/methodology to provide the required services; and the description of a detailed and logical plan for providing the services requested herein.

The Proposer shall also provide a narrative description of which elements of work it intends to self-perform and which elements of work that it intends to subcontract.

In addition, proposers shall address the below questions within their response:

Describe your process on outreach to candidates in the Portland Metropolitan area to help them be successful?

What measures do you have in place to assist candidates locally to ensure that they are successful during the interview process, resume building, attire, and performing the work during the contract period the employee is needed?

Please describe your communication method to members of the local community in the Portland Metropolitan area to ensure qualified candidates are utilized locally?

What community outreach programs do you attend to ensure that participation is encouraged?

For subcontracted work, a detailed description shall be provided regarding the qualifications and experience of the subcontractor.

4. **Technical Proposal Section 4 – Exceptions or Deviations (Not Scored)**

This Section shall contain any exceptions or deviations from the requirements set forth in the RFP. Technical exceptions or deviations shall be segregated from exceptions or deviations to the contractual terms and

conditions. Where the Proposer wishes to propose alternative technical approaches, these alternatives shall be thoroughly explained.

Contractual terms and conditions exceptions or deviations will not be allowed and/or negotiated after the proposal due date/time. **Any exceptions or deviations to the contractual terms and conditions submitted after the proposal due date/time will be denied by TriMet.** Contractual terms and conditions exceptions or deviations submitted by Proposer with their proposal are not accepted or approved by TriMet, but shall be used as a basis for negotiation with the awarded Proposer. *Under no circumstance will TriMet deviate with regards to its Indemnification clause (see Section 7.4 – Indemnification).* TriMet reserves the right to deny any and all submitted exceptions or deviations to all contractual terms and conditions at its sole discretion.

By submission of a proposal, Proposer agrees to all contractual terms and conditions not requested to be excepted or deviated from with the submission of their proposal.

## **5. Price Proposal/Cost**

Price will be provided and uploaded into TriP\$ as a part of their proposal submission. TriMet Source Evaluation Committee (SEC) will review the cost proposers have provided for reasonableness. Proposers that are invited to subsequent parts as specified in the schedule may be required to provide a revised pricing.

Proposers that fail to submit their pricing shall result in proposal rejection.

### **1.4.2 Evaluation Procedure (REVISED)**

- A. A Source Evaluation Committee (SEC) will be appointed to evaluate proposals. The SEC will employ only those evaluation criteria set forth in Section 1.4.1 of this RFP or in addenda that may be issued. An evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.
- B. TriMet SEC may elect to have a Subject Matter Expert (SME) to sit on the SEC meeting. The SME will not score the proposals, the SME shall provide guidance and an analysis on the proposal submissions.
- C. Only those proposals determined by the SEC to be within the competitive range will be considered for award. The SEC will determine which proposals are within the competitive range in accordance with the evaluation criteria and points set forth in Section 1.4.1 above.
- D. To determine the competitive range, the SEC shall evaluate and score technical proposals, and select those Proposers technically qualified to perform the work irrespective of price. TriMet shall then open the price proposals of only those Proposers technically qualified to perform the work, and each price proposal shall



be reviewed for reasonableness. Should pricing be determined as unreasonable, TriMet may elect to move to the next proposer most advantageous to TriMet. The sum total points scored on the technical will be considered in determining the final competitive range. After determination of the final competitive range, the SEC shall determine whether acceptance of the most favorable initial proposal(s) without discussion is appropriate, or whether discussion should be conducted with all Proposers submitting proposals within the competitive range.

- E. If award determination is made based upon the most favorable initial proposal(s), the SEC reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award.
- F. TriMet reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.
- G. TriMet may request demonstrations and/or interviews of Proposers for further evaluation purposes. Information gathered at these meetings shall be included as part of the proposals and evaluated as such. If TriMet desires to conduct interviews with those Proposers in the Competitive Range, they shall be conducted via teleconference only. Proposers shall certify should TriMet elect to conduct interviews, Proposer shall be available as specified.
- H. If the SEC elects to enter into discussions (including interviews) with Proposers, each Proposer remaining within the competitive range at the close of discussions/interviews will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)." Any changes to the Proposer's initial technical or price proposal, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the SEC. The SEC will evaluate the BAFOs utilizing the evaluation criteria at Section 1.4.1 and make a recommendation for award.
- I. TriMet reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. TriMet reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period.
- J. TriMet's General Manager shall have full authority over TriMet's source selection and decision to award, subject to applicable Board policy.

### **1.4.3 Notice to Unsuccessful Firms (08/16)**

Following contract award, TriMet may inform unsuccessful firms, who were within the competitive range at the time of contract award, of:

- (1) The number of proposals TriMet received;
- (2) The name and address of the successful firm; and

- (3) The total contract price, including descriptions of items, quantities, and unit prices, if practical.

TriMet will attempt to give the notice under this paragraph promptly after contract award. TriMet's failure to give that notice shall not be deemed to affect the validity of the contract.

#### **1.4.4 Cost Analysis (08/16)**

TriMet may perform a cost analysis upon receipt of proposals. Each Proposer must submit cost data in a format acceptable to TriMet. Allowability of costs will be determined in accordance with the Federal Acquisition Regulations Part 31.

#### **1.4.5 Compensation (08/16)**

TriMet will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful Proposer's initial proposal and/or best and final offer (BAFO).

#### **1.4.6 Board Approval (10/17)**

Approval by TriMet's Board of Directors is required at the following thresholds:

- a) \$ 500,000 for personal services contracts
- b) \$1,000,000 for goods and ordinary services contracts.

Revenue contracts and other contracts for routine operational expenses and ongoing services may be approved or delegated for approval by TriMet's General Manager.

#### **1.4.7 Pre-Award Accounting System Review (08/16)**

Prior to award of any contract as a result of this solicitation, TriMet, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the contractor's ability to accurately accumulate and bill program costs under any resulting contract. TriMet shall be responsible for any costs associated with the pre-award accounting system review. The Contractor, by submission of a proposal, agrees to assist TriMet or its designated representative(s) in performing the pre-award accounting system review.

### **END SECTION 1.4 – EVALUATION OF PROPOSALS**

## **SECTION 2 – BACKGROUND, PURPOSE, AND SCOPE OF WORK/SPECIFICATIONS**

### **2.1 Background**

The Information Technology department has a long standing need for temporary staffing for Technical Staff personnel.

### **2.2 Purpose**

The intent of this RFP is to establish a list of vendors that will be utilized for Technical Staff personnel. Individual staff personnel shall meet the requirements set for in this Request for Proposal.

### **2.3 Scope of Work**

#### **2.3.1 General**

Temporary staffing may be for both short and long-term assignments. IT must have the ability to utilize contracted staff, often on short notice for short-term assignments, as well as for assignments of six (6) to twelve (12) months or more in duration. All contracted employees are expected to have the necessary technical expertise and certification, as specified in each position description submitted at the time of assignment. Contracted employees shall conduct themselves and provide support services in a professional and courteous manner.

#### **2.3.2 Specific Requirements**

Technicians are required to have different qualifications, based on the needs of the position and/or project. Job titles and their corresponding job summaries are provided, below, in subsection.

The job titles and summaries are examples of possible positions. Job titles and specific qualifications may vary. The provided descriptions should not be construed as the only position requirements. Technicians may be required for a portion of the described positions. TriMet shall have the option to utilize technicians on a day-to-day basis or on a project basis for as long as needed. Specific position descriptions will be provided with each position request.

Technicians' qualifications must be screened prior to submittal to TriMet as a potential candidate to fill the position. Screenings shall include driving record, background, required technical skill/knowledge and criminal checks, as well as past employer screening. TriMet will not accept candidates whose record indicates conviction of offenses that would place agency staff, financial resources, or technical security at risk. TriMet will select the person for the position being hired, based on a face-to-face interview. The prescreened resume will be used as the determining factor for granting an interview with the candidate.

Contractors must include conditions for permanent hire by TriMet, at the discretion of TriMet. Temporary positions are not to be construed as 'temporary-to-hire.' There is no promise or implied promise of permanent hire, regardless of the technician's performance.

Contractors are responsible for removing a technician, if that person proves to be unacceptable for the position.

Contractors are responsible for the return of equipment (phone, pagers, ID Badge, etc.) issued to technicians and/or expenses incurred by the temporary person (long distance phone charges or other expenses).

Rates will be negotiated for each request. Hourly rates may be less than the pricing proposed, but cannot exceed the hourly rates provided in the Pricing Form.

### **JobTitles/Summaries**

Sample Job Descriptions and Positions

#### 1) Job Title: Mobile Device Specialist

Job Summary: Technical position, provide mobile device user support for the Technical Services Department.

#### Essential Functions

- Provide user support and related customer services, including problem diagnosis, hardware and software installation, testing, upgrades, etc.
- While working at remote sites, technician is primary representative for the technical services section.
- Knowledge of Apple and Android devices required.
- Experience with Airwatch, Knox Mobile Enrolment preferred.
- Must be able to lift 40 lbs.

#### 2) Job Title: Help Desk Associate

Job Summary: Technical help desk associate this position provides over the phone solutions, trouble shooting and inputs data into tracking system with end-user solution

#### Essential Functions

- Provide accurate, timely and creative solutions in a call center environment.
- Provide over the phone solutions to end-user computer (Personal Computer, Voice over IP, Smart Phone, Tablet) problems of a moderately complex nature to ensure end-user productivity.
- Maintain accurate information and data regarding end-user issues within the tracking system, problem management database, and help desk systems according to policies and standards.
- Perform related duties as required.

### 3) Job Title: Technical Support Specialist

Job Summary: Provide microcomputer user support for the Technical Services Division.

#### Essential Functions

- Provide user support and related customer services, including problem diagnosis, hardware and software installation, testing, PC upgrades, etc.
- While working at remote sites, technician is primary representative for the technical services section.
- Must be able to lift 40 lbs.

### 4) Job Title: Technical Support Specialist III

Job summary: Maintain and monitor end-user workstations and productivity on an enterprise network.

#### Essential Functions

- Perform a variety of maintenance, software installation, all tiers of PC support and training tasks to ensure end user workstations and network performance meet agency and user requirements.
- Setup, maintain and support agency mobile devices.
- Setup, support and maintain antivirus and network print servers. Provide technical support to staff on all company-supported applications.
- Troubleshoot computer problems, determine source and advise on appropriate action. Research new software packages and automation packages and implement them. Perform responsibilities in accordance with all company standards, policies and procedures.
- Perform related duties as required.

### 5) Job Title: Virtual Desktop Infrastructure Engineer

Job Summary: This is an on-site position to develop, implement, support, and maintain virtual environments and enterprise desktop environments, as well as related system management infrastructure at TriMet. The VDI Systems Engineer position will be a part of a Technical Support team providing agency wide technical support, utilizing Virtual Technology System. The position will work closely with the Server Engineers, Application Developers, Information Security and Technical Support team to develop and support agency Virtual Desktop infrastructure.

#### Essential Functions

- The position will include conducting research and development on the growth and future technical advances of IT infrastructure, supporting TriMet's system policy configuration, application packaging scripting, and distribution, performing security patches, managing images, supporting back-end server infrastructure, and supporting users.

- TriMet's IT Department is a 24/7, high-availability environment and the position requires the individual to be on call as needed, including potentially nights and weekends.
- The job requires performing other duties as assigned.

#### 6) Job Title: Mobile Device Systems Engineer

Job Summary: Mobile Device Systems Engineer is a part of Technical Services team that supports agency Mobile Technology Systems. This position requires working closely with the Server Engineers, Application Developers, Information Security and Desktop Support team to develop and support agency Mobile and Desktop Support infrastructure.

#### Essential Functions

- Provide support, design and implementation of the back office enterprise desktop environment, including mobile devices, user experience and system management infrastructure.
- Provide research and development relative to the growth and future technical advances of IT infrastructure.
- Support TriMet system policy configuration, application packaging and scripting, application distribution, security performance patching, image management as well as support for backend server infrastructure as needed. Maintenance of Mobile Device and Desktop Systems servers. Mentor less experienced team members and perform related duties as required.

#### 7) Job Title: Network/Server Engineer I

Job Summary: Provide Agency-wide data network and server support.

#### Essential Functions

- Perform initial troubleshooting of network/server problems. Interface with the helpdesk and desktop systems staff on network/server-related issues or requests.
- Perform network and server administration tasks in the absence of Systems Engineers.
- Perform related duties as required.

#### Education

Associate Degree in Computer Science or related and Micro Computing Certification is a plus.

Additional positions not specified in this Request for Proposal may be requested throughout the contract term at the discretion of TriMet. Should there be a need for additional Temporary Technical Staff members from the new job specifications awarded proposer shall provide pricing for each job specification.

### **2.3.3 Location of Services**

Proposer submitting a proposal in reference to this Request for Proposal shall have a local office available within the Portland Metropolitan Area. This is including but not limited to:

- Clark County
- Washington County
- Marion County
- Clackamas County
- Multnomah County

**END OF SECTION 2 – BACKGROUND, PURPOSE, AND SCOPE OF WORK**



**SECTION 3 – SAMPLE CONTRACT**

**\*\*SAMPLE ONLY -- DO NOT INCLUDE WITH PROPOSAL\*\***

**Contract No. RT200202AB**

**TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON**

**PERSONAL SERVICES CONTRACT  
FOR**

**TEMPORARY TECHNICAL STAFFING SERVICES**

THIS CONTRACT is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet"), and \_\_\_\_\_ ("Contractor").

WHEREAS, TriMet solicited RFP No. RT200202AB for Temporary Technical Staffing Services whereas Contractor submitted a proposal demonstrating that it is capable of providing the Services, under the terms and conditions set forth in this Contract; and

WHEREAS, TriMet has determined that Contractor submitted the overall responsive and responsible "best value" proposal for those Services;

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in this Contract, the parties agree as follows:

**1.0 Contract Order of Precedence**

Every provision of the documents listed below are incorporated in this Contract by this reference. Any conflict between or among any of the documents listed below shall be resolved in favor of the order of precedence listed below.

- A. Written contract modifications executed by the parties after contract execution;
- B. This Contract form;
- C. Task Orders;
- D. Addenda issued prior to receipt of proposals, as well as addenda issued during discussions;
- E. The Special Proposal Conditions (Section 1.3 of the RFP) set forth in TriMet's Request for Proposal for this Contract;



- F. The Proposal Requirements (Section 1.2 of the RFP) set forth in TriMet's Request for Proposal for this Contract; and
- G. Contractor's Proposal, to include all supplements, and as finally amended by the Contractor's Best and Final Offer (BAFO), if requested.

## 2.0 Federal Requirements (02/19)- RESERVED

## 3.0 Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from \_\_\_\_\_, 2020 through \_\_\_\_\_, 2025.

## 4.0 Compensation

Total contract compensation shall not exceed **\$400,000.00 during the base term of this Contract**, payment of which shall be in accordance with Contractor's Price Proposal (and/or BAFO Price Proposal), which is attached as **Exhibit B – Contractor's (BAFO) Price Proposal**, and made a part of this Contract.

## 5.0 Scope of Work

**TO BE INSERTED FROM SECTION 2 UPON EXECUTION OF THE CONTRACT.**

## 6.0 Special Contract Conditions

### 6.1 Type of Contract (08/16)

- A. This is a firm/fixed unit price requirements/task order contract for the services specified in the Scope of Work, and effective for the period stated in the RFP.
- B. Performance shall be made only as authorized by task orders. Each task order will be issued as described in Section 6.5 and 6.6, below. Contractor shall submit to TriMet's Project Manager a proposed lump sum amount for performing the work or project using the fully burdened hourly rates agreed to in Contractor's proposal. Negotiations may take place. For any item or services not priced at the time of award, contractor shall submit pricing or cost data sufficient to demonstrate that their proposed pricing is fair and reasonable. No work shall proceed until negotiations are complete. Upon completion of negotiation, TriMet's Project Manager will confirm, in writing, acceptance of the lump sum amount.
- C. The Project Manager and/or his or her authorized representative, if applicable, are the only individuals with the authority to place task orders against this Contract.
- D. All task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a task order and this Contract, the contract shall control.
- E. A task order may not increase the scope, period or maximum value of the contract. These actions require a contract modification by the Contract Administrator.

- F. Except for any limitations on quantities that may be specified elsewhere in this contract, there is no limit on the number of task orders that may be issued.

## **6.2 Payments and Invoicing (08/16)**

TriMet shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for services accepted, less any deductions provided in this Contract. TriMet shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units.

All invoices shall be submitted electronically to TriMet's Finance Department via email to [accountspayable@trimet.org](mailto:accountspayable@trimet.org). Failure to strictly comply with this provision will result in a delay in payment.

TriMet no longer offers payment by check. In order to enter into this Contract, Contractor must be willing to accept payment via ACH (Automatic Clearing House). TriMet will not execute this Contract without receiving the required information from the Contractor via its eProcurement System (TriP\$), at <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=TriMet>.

## **6.3 Price Adjustments (08/16)**

No price increases shall occur during the term of this Contract.

Should decreases in Contractor's direct costs occur, Contractor shall promptly notify TriMet and shall promptly decrease price to TriMet by the same amount. Price decreases shall occur on date effective to Contractor.

## **6.4 Extra Charges (08/16)**

Extra charges must be agreed upon by the parties through a written modification of the contract. TriMet will pay no extra charge that is not made a part of the contract through a written modification. Contractor acts at its own risk in incurring an extra expense before an extra charge has been included in a fully-executed modification. TriMet will not pay Contractor extra for overtime needed to meet a delivery deadline.

## **6.5 Project Managers (08/16)**

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, TriMet shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by TriMet, the Contractor shall not change the Project Manager without the prior written approval of TriMet. TriMet shall appoint its own Project Manager for the work required by this Contract.

TriMet's Project Manager is:

**Name (provided after award of Contract)**

Title

503.962.xxxx

[ProjectManager@trimet.org](mailto:ProjectManager@trimet.org)

**6.6 Audit and Records – Negotiation (08/16)**

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. *Examination of costs.* The Contractor shall maintain and TriMet, or an authorized representative of TriMet, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.
- C. *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, TriMet, or an authorized representative of TriMet, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to –
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- D. *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs A, B, and C, of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition:
  - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
  - (2) Records relating to disputes, litigation or the settlement of claims arising under or relating to this contract shall be made available until such disputes, litigation, or claims are finally resolved.
- E. The Contractor shall insert a clause containing all the terms of this clause, in all subcontracts under this contract that exceed \$100,000.

## **6.7 Insurance (08/16)**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to TriMet within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify TriMet for any liability or damages that TriMet may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below.

### **(1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor is working within 50' of a railroad, the commercial general liability policy exclusion must be deleted.

### **(2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor's work is within 50' of a railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.

(3) **Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry worker's compensation insurance. Any Contractor requesting an exemption from the worker's compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of TriMet to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give TriMet not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet TriMet's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- (6) **Be uploaded into the Contractor's profile via TriP\$** (including an upload of the most current Certificate of Insurance (COI)). Insurance information and most current COI shall be uploaded and maintained by the Contractor, in the Contractor's TriP\$ profile at all times.

**6.8 Notice to Proceed (08/16)**

The Contractor shall not proceed with any work required under this Contract without a written Notice to Proceed from TriMet's Procurement Department or the authorized TriMet Project Manager. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

## **6.9 Time of Essence (08/16)**

Time is of the essence in this Contract. Contractor's failure to deliver services on time shall be a material breach of this Contract. If Contractor fails to deliver services on time, TriMet, at its discretion, may procure those services from another source. If the price paid by TriMet for services procured from another source under this Paragraph is higher than the price under this Contract, Contractor shall pay TriMet the difference between those prices. TriMet may deduct that difference from any amount TriMet owes Contractor.

## **6.10 Warranties (08/16)**

"Acceptance," as used in this clause, means the act of an authorized representative of TriMet by which TriMet approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.

The Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. TriMet shall give written notice of any defect or nonconformance to the Contractor within ninety (90) days of the date of acceptance of the services by TriMet. This notice shall state either (1) that the Contractor shall correct or reperform any defective or non-conforming services, or (2) that TriMet does not require correction or reperformance.

If the Contractor is required to correct or reperform, it shall at no cost to TriMet, and any services corrected or reperformed by the Contractor shall be subject to this clause to same extent as work initially performed. If the Contractor fails or refuse to correct or reperform, TriMet may correct or replace with similar services and charge Contractor the cost to TriMet, or make an equitable adjustment in the contract price. Contractor shall keep records on all reperformed work and the hours and cost associated with such work shall be segregated for accounting purposes.

If TriMet does not require corrections or reperformance, TriMet shall make an equitable adjustment in the contract price.

## **6.11 Rejection of Services (08/16)**

Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or used in performing services.

If any of the services performed do not conform to contract requirements, TriMet may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, TriMet may: (1) require the Contractor to take necessary action to ensure that future performance conforms to the contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, TriMet may: (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

#### **6.12 Inspection of Goods/Services (08/16)**

- A. TriMet has the right to inspect and test all goods/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. TriMet shall perform inspections and tests in a manner that will not unduly delay the work.
- B. If any of the goods or services do not conform with contract requirements, TriMet may require the Contractor to replace the goods or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in goods or services cannot be corrected by re-performance, TriMet may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the goods/services performed.
- C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TriMet may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by TriMet or (2) terminate the contract for default.

#### **6.13 Title and Risk of Loss (08/16)**

If this Contract is for the repair or servicing of TriMet owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to TriMet owned goods shall remain with TriMet while goods are in Contractor's possession. Contractor shall carry insurance to cover any losses/damages to TriMet's goods while in Contractor's possession.

#### **6.14 Acceptance, Rejection, and Revocation of Acceptance (08/16)**

If this Contract is for the supply of goods, then TriMet shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and TriMet has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, TriMet may reject any goods that fail to conform to the requirements of this Contract. TriMet may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if TriMet has started using the goods before discovering that they do not conform to the contract. Upon request by TriMet, Contractor shall replace or repair to TriMet's satisfaction any goods that have been rejected by TriMet or the acceptance of which has been revoked by TriMet under this Paragraph. Failure to replace or repair those goods within a reasonable time after TriMet's request shall be a material breach of this Contract.

#### **6.15 Intergovernmental Cooperative Agreement (08/16)**

Pursuant to ORS 279A and TriMet Contracting Rules, other public agencies may have the ability to purchase the awarded services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases will be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to TriMet. Any estimated purchase volumes listed herein do not include other public agencies and TriMet makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

#### **6.16 Confidentiality – Information Retrieved/Contained (08/16)**

- A. Contractor hereby acknowledges and agrees that information retrieved and contained on hard drives (the "Information") may constitute and/or contain sensitive, personal information, valuable proprietary products and trade secrets of TriMet, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Contractor agrees to treat (and take precautions to ensure that its employees treat) the Information as confidential in accordance with the confidentiality requirements and conditions set forth below.
- B. Contractor agrees to keep confidential all Information disclosed to it by TriMet or discovered in Contractor's forensic analysis, in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).
- C. Contractor will not disclose or otherwise make any part of the Information available, in any form, to any person other than Contractor's employees whose job performance requires such access, and to TriMet. Contractor agrees to instruct all such employees on these obligations with respect to use, copying, protection, and confidentiality of the Information.
- D. Notwithstanding the provisions of the foregoing subsection, if Contractor wishes to have a third party consultant or subcontractor perform work which involves access to the Information for the purposes of performing this Contract, Contractor shall obtain a written confidentiality agreement from such consultant or subcontractor, which contains conditions and obligations with respect to the Information no less restrictive than those set forth in this Contract.
- E. Contractor acknowledges that the unauthorized use, transfer or disclosure of the Information thereof will (i) substantially diminish the value to TriMet of the trade secrets and other proprietary interests; (ii) render TriMet's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Contractor breaches any of its obligations with respect to the use or confidentiality of the Information, TriMet shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- F. Contractor's obligations under this paragraph will survive the termination of this Contract.



### **6.17 Travel Costs (08/16)**

Contractor shall be reimbursed for the cost of airfare, lodging (up to allowable government rate), and TriMet's standard per diem costs, as determined in accordance with TriMet's Travel Policy (use of GSA per diem rates) in effect on the date of this Contract. All travel costs must be pre-approved by TriMet's Project Manager in order to be reimbursed. Travel charges shall reflect, where appropriate, any cost savings realized when Contractor is travelling to Portland on behalf of other clients. Contractor's time spent traveling to the Portland area, however, will **not** be reimbursed.

### **6.18 Travel Arrangements (08/16)**

Any travel arrangements necessary to perform the services required under this contract must be made by and paid for by the Contractor.

### **6.19 Diversity Program (08/20)**

It is the policy of TriMet that state certified minority owned, woman owned and emerging small businesses and service-disabled veteran business enterprises (MWESB/SDVBE) shall have an equal opportunity to participate in the performance of contracts financed with general funds.

By submitting its proposal, Proposer certifies that it will take all necessary and reasonable steps to ensure that MWESB/SDVBE certified firms are given an equal opportunity to compete for and participate in the performance of this Contract.

Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this Contract or in performance of this Contract.

TriMet views adherence to **Appendix F** as an important mechanism for meeting this policy objective.

### **6.20 Certified Business Reporting Requirements (08/20)**

The Contractor and any subcontractor with second-tier MBE/WBE/ESB/SDVBE (MWESB/SDVBE) utilization must maintain records of all subcontracts entered into with MWESB/SDVBEs and records of materials purchased from any MWESB/SDVBE suppliers. Records of MWESB/SDVBE utilization shall be entered into TriMet's "Elations" tracking system, which is an on-line database manager, more fully described below. MWESB/SDVBE records must show the name and business address of each MWESB/SDVBE subcontractor or vendor and the total dollar amount actually paid to each MWESB/SDVBE subcontractor vendor.

The participation of a MWESB/SDVBE subcontractor will not be considered part of the prime contractor's MWESB/SDVBE achievements until progress payments, as well as any retainage held by the prime contractor, has been paid to the certified firm.

Elations is an online, web based contract and labor compliance system intended to track disadvantaged business participation, workforce utilization, prevailing wage and owner controlled insurance data collection. This system addresses public works project reporting and monitors requirements set forth by state and federal laws. It was intended to reduce the reporting burden on contractors and subcontractors while at the same time easing administrative efforts placed on

public agencies to monitor these compliance issues. For more information, go to <http://www.elationsys.com>.

TriMet will provide a training session at the start of the contract to introduce the Elations system to the Contractor's and subcontractors' administrative teams.

#### **6.21 Electronic Signatures (08/16)**

This Contract and related documents may be executed by the parties separately in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Each will be considered signed when the signature of a party is delivered by electronic signature, or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing electronic signatures. By signing this Contract, the representative of the Proposer thereby represents that such person is duly authorized by the Company to execute this Contract on behalf of the Proposer and that the Company agrees to be bound by the provisions thereof.

#### **7.0 General Contract Conditions**

##### **7.1 Contractor's Status and General Responsibilities (08/16)**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from TriMet other than that provided by this Contract. Contractor shall inform TriMet of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of TriMet as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform TriMet immediately in writing with a full description of the defect, problem, or nonconformance.

##### **7.2 Notices and Communications (08/16)**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by TriMet. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service.

A notice to TriMet will be effective only if it is delivered to that person designated in writing in either (a) the Notice of Award of this Contract, (b) the Notice to Proceed under this Contract, or (c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to TriMet.

### **7.3 Assignment and Subcontracting (08/16)**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of TriMet. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

### **7.4 Indemnification (08/20)**

- A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify TriMet and its officers, employees and agents, from all claims, demands, suits, legal actions, losses, damages, liabilities, judgments, costs and expenses of whatsoever nature, including attorney fees and costs, resulting or arising from the intentional wrongdoing, reckless, grossly negligent or negligent acts or omissions of Contractor and/or its officers, employees, or agents, including any intentional wrongdoing, reckless, grossly negligent or negligent acts or omissions of its subcontractors under this Contract. Contractor shall not be responsible for any damages to the extent caused by the negligent acts or omissions of TriMet, its officers, employees or agents.

The obligations of Contractor under this Section will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which TriMet and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TriMet may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that TriMet may release such funds if the Contractor provides TriMet with adequate assurance of the protection of TriMet's interests. TriMet shall be the sole judge of whether such assurances are adequate.

### **7.5 Force Majeure (05/20)**

Neither party is liable for delay or default if such delay or default is the result of an event of Force Majeure, meaning acts of God, acts of the public enemy, acts of the government in its sovereign capacity, fires, floods, earthquake, epidemics, pandemics, quarantine restrictions, or freight

embargoes. Force majeure shall not include the following: an event which, in whole or in part (a) is the result of a labor strike, work stoppage or slowdown, or other labor related issue caused by employees either of the Contractor, its subcontractor or supplier, or an affiliate; (b) is the result of a change in the federal revenue or income tax laws; or (c) is or was reasonably within the control of or was caused by the fault or negligence of, the party claiming Force Majeure as an excuse for delay or default.

A party asserting Force Majeure as an excuse for delay or default notify the other party within 24 hours after commencement of the delay or default, take reasonable steps to minimize any delay or damages, and continue to perform all non-excused obligations.

#### **7.6 Prompt Payment (08/19)**

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay Subcontractors no later than thirty (30) days from receipt of payment from TriMet. Contractor shall not hold retainage from Subcontractors.

#### **7.7 Payment of Claims by TriMet (08/16)**

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, TriMet may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Contract. TriMet's payment of a claim under this Paragraph shall not relieve Contractor or Contractor's surety from responsibility for such claims.

#### **7.8 Compliance with Laws and Regulations (08/16)**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of TriMet under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and

attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. ORS 279B.230.

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

### **7.9 Liens Prohibited (08/16)**

Contractor shall not permit any lien or claim to be filed or prosecuted against TriMet, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

### **7.10 Safety (08/16)**

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by TriMet's Safety Department.

### **7.11 TriMet Facility Security (08/16)**

In accordance with TriMet policy, all persons inside the perimeter of TriMet buildings and yards must display TriMet-issued badges upon their person. Contractor employees who are required to access TriMet buildings or yards to perform the requirements of this Contract shall comply with this requirement.

If such access shall be occasional and during regular business hours, badges shall be "Visitor Pass" type, for which Contractor's employees shall check in and out at the site's reception desk for each visit to a site. Photo identification shall be required at check in.

If Contractor's employees shall need access frequently over an extended period, and/or consistently at times other than regular business hours, badges shall be "Contractor Badge" type, which TriMet's Project Manager shall obtain for Contractor's employees. Contractor shall coordinate TriMet-issued badge requirements with TriMet's Project Manager within ten (10) days of contract award. Contractor is responsible for ensuring compliance by each of Contractor's employees with all TriMet facility security access control procedures. Contractor is responsible for the return of all "Contractor Badges" at the time of contract expiration or

termination. Contractor Badges are initially provided at no charge; however, any badges not returned as required will result in a \$100 per badge charge to Contractor. This charge will be deducted from the final payment invoice.

Contractor Badges are for identification and building/yard access only. If Contractor employees are required to ride transit as part of the contractual requirements, tickets or passes may be purchased for this purpose.

Contractors that require vehicular access to TriMet operations facilities shall comply with vehicle access control procedures in effect at the site. Any vehicular access to a TriMet operations facility by a non-TriMet vehicle is by permission only and via designated gates and roadways only.

Contractor's vehicle drivers shall comply with site-specific vehicle access control procedures, including the Visitor Pass procedure or display of TriMet-issued Contractor Badges, for all vehicle occupants.

All Contractor employees not displaying a TriMet-issued Visitor Pass or Contractor Badge while inside a TriMet building or yard will be requested to leave the premises and obtain a Visitor Pass. Non-compliance by Contractor employees with these requirements may result in being barred from performing work on TriMet premises and removal of Contractor employees from TriMet buildings/yards.

Before TriMet grants Contractor employees access to TriMet property under this Agreement or at any time thereafter, in accordance with applicable laws and TriMet requirements, TriMet reserves the right to: (1) conduct or obtain, or require Contractor to conduct or obtain background checks on Contractor's employees; (2) have Contractor require its subcontractors to conduct or obtain background checks on their respective employees; and (3) require Contractor to provide written certification and documentation as determined by TriMet evidencing compliance with these requirements.

Criminal background information shall be evaluated to determine whether Contractor's employee will be granted building access. Convictions for crimes that impact public safety, property or life, and crimes against persons may be cause for denial of access to TriMet properties.

#### **7.12 Prohibited Interests (08/16)**

- A. No TriMet Board member, officer, employee or agent who ceases to hold a position at TriMet shall have any direct beneficial financial interest in this Contract, if they authorized this Contract while acting in their official position at TriMet, for two years after the date the contract was authorized. This precludes working on this Contract as Contractor's employee. The term "authorize" in this provision means that the Board member, officer, employee or agent ("public official") performed a significant role in the selection of the Contractor or the execution of this Contract, including recommending approval or signing of the contract, serving on the selection committee or having the final authorizing authority for this Contract.
- B. No TriMet Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor (including any subcontractors) shall not offer or give to any TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and TriMet policy.

#### **7.13 Integration, Modification, and Administrative Changes (08/16)**

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. TriMet reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

#### **7.14 Severability/Survivability (08/16)**

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

#### **7.15 Waiver and Nonwaiver (08/16)**

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. TriMet's acceptance of goods or services, or payment under this Contract, shall not preclude TriMet from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

#### **7.16 Termination for Default (08/16)**

- A. TriMet may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the goods or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.
- B. TriMet's right to terminate this Contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure.
- C. If TriMet terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, goods or services similar to those terminated, and the Contractor will be liable to TriMet for any excess costs for those goods or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed goods or services delivered and accepted. If it is later determined by TriMet that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, TriMet may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- E. The rights and remedies of TriMet in this Article are in addition to any other rights and remedies provided by law or under this Contract.

### **7.17 Termination for Convenience (08/16)**

TriMet may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in TriMet's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. TriMet will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to TriMet its termination claim for payment. If the Contractor has any property in its possession belonging to TriMet, the Contractor will account for the same, and return it to TriMet in the manner that TriMet directs.

### **7.18 Intellectual Property (08/16)**

Contractor shall hold harmless, defend and indemnify TriMet, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by TriMet as the result of the claim, including attorney fees and expert witness fees.

### **7.19 Work Product (08/16)**

All work product of Contractor that results from this Agreement (the "Work Product") is the exclusive property of TriMet. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. TriMet and Contractor intend that such Work Product be deemed "work for hire" of which TriMet shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to TriMet all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as TriMet may reasonably request in order to fully document such vested rights in TriMet. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

### **7.20 Paragraph Headings and Other Titles (08/16)**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

### **7.21 Audit and Inspection of Records (08/16)**

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this Contract.



- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

#### **7.22 Mediation (08/16)**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

#### **7.23 Applicable Law and Jurisdiction (08/16)**

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Multnomah County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

#### **7.24 Nondiscrimination (08/16)**

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

#### **7.25 Changes (08/16)**

- A. TriMet may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:
  - 1. Description of services to be performed.
  - 2. Time of performance (i.e., hours of the day, days of the week, etc.).

3. Place of performance of the services.

- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, TriMet shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to any adjustment under this clause within 30 days from the date of receipt of the written order. However, if TriMet decides that the facts justify it, TriMet may receive and act upon a proposal submitted before final payment of the contract.

**7.26 Advertising or Publicity (08/16)**

Contractor shall not disclose, use or refer to this Agreement or any of its terms, or the name of TriMet in any advertising, publicity release, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of TriMet.

**8.0 Drug and Alcohol Program Requirements (08/16) – Reserved**

**9.0 Authority (08/16)**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

*Remainder of page left intentionally blank*

**10.0 Certificate of Oregon Tax Law Compliance (08/16)**

By execution of this Contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this Certificate, "Oregon Tax Laws" are state taxes imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**CONTRACTOR**

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

By: \_\_\_\_\_  
*(signature)*

By: \_\_\_\_\_  
*(signature)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Anthony Blackmon  
Contract Administrator  
Procurement & Supply Chain Mgmt.

Email: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Federal I.D. No.