



Contract No. RC110461BW

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

REQUEST FOR PROPOSAL
FOR

STATE DIVISION OF MEDICAL ASSISTANCE PROGRAMS (DMAP)
CUSTOMER SATISFACTION SURVEY

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet) invites sealed proposals for the above services.
2. TriMet will receive sealed proposals at 4012 SE 17th Avenue, Portland, OR 97202 Attention: Brian Woodall, Contracts and Procurement Dept, until 3:00 p.m. local time on August 16, 2011. Proposals will not be publicly opened.
3. Proposers should register on TriMet's Vendor Registration System www.ebidexchange.com/trimet/ or the State of Oregon's e-Procurement at <http://orpin.oregon.gov>. In the event solicitation addenda are issued **only registered Proposers** will be notified via e-mail of the availability of addenda for download. **Acknowledgement of addenda will be required.**
4. All questions regarding this procurement must be directed to Brian Woodall, Contracts Manager, 503-962-3055 or woodallb@trimet.org

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

Brian Woodall
Manager of Contracts

July 22, 2011

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SECTION 1 - PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 Request for Proposals (RFP) (09/03)

The Tri-County Metropolitan Transportation District of Oregon (hereinafter "TriMet") requests proposals for providing a customer satisfaction survey for the Oregon Health Authority (OHA) Division of Medical Assistance Programs (DMAP) as coordinated by TriMet.

This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this RFP may result in rejection of the proposal. This RFP is issued by the Procurement & Contracts Department. All communications pertaining to this RFP shall be directed to TriMet, Procurement & Contracts Department, Brian Woodall, Contracts Manager, 503-962-3055 or woodallb@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 Questions and Changes to RFP (07/06)

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 Vendor Registration System, which can be accessed at www.ebidexchange.com/trimet/ or The State of Oregon's e-Procurement at <http://orpin.Oregon.gov>. While TriMet is confident in the full functionality of these systems, as a legal matter, notification services offered through the site are not guaranteed and users of the notification service are ultimately responsible for reviewing postings to the site. 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 the address set forth above. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. If the requested change is to the Technical Specifications and/or Scope of Services, the request must be submitted at least seven (7) business days prior to the date set for receipt of proposals. TriMet may decline to respond to questions or change requests received less than seven (7) business days before the date set for receipt of proposals.

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 & Contracts Department.

1.3 Pre-Contractual Expenses (09/03)

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

TriMet shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in

the preparation of a proposal.

1.4 Multiple Proposals (09/03)

A single Proposer may submit more than one proposal. Each proposal must be submitted separately and each shall be complete in all respects. TriMet will evaluate each area of each proposal without reference to other proposals submitted by the same Proposer. If more than one proposal falls within the competitive range, TriMet may negotiate with the Proposer regarding all of them simultaneously.

1.5 Late Proposals (09/03)

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 a representative of TriMet's Procurement & Contracts Department has physically received it. Delays due to mail handling, including but not limited to TriMet's internal mail handling, will not excuse late delivery of a proposal.

1.6 Supplements to Proposals (09/03)

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 unless so indicated.

1.7 Submission of Proposals (05/07)

Proposals must be submitted no later than August 16, 2011 at 3:00 p.m. (local time).

Proposals must be submitted as follows:

- A. Printed using duplexing / double sided printing and sustainable materials as long as this presentation does not prevent a reader from clearly understanding the proposal.
- B. One (1) original and 5 copies of the technical proposal. The original must be unbound, for easy photocopy reproduction.
- C. **One (1) copy of the price proposal in a separate sealed envelope.**
- D. One (1) electronic PDF format version of the proposal on compact disc (CD) for archiving.
- E. Submit with a cover letter to:

Procurement & Contracts Department
Tri-County Metropolitan Transportation District of Oregon
4012 SE 17th Avenue
Portland, OR 97202

In the event of any conflicts between the hard copy and electronic CD copy, the hard copy will prevail.

To ensure proper identification and handling, mark the Proposal "**RFP No. RC110461BW**" on the lower left hand portion of the container with the date and hour due.

1.8 Cancellation of RFP (09/03)

TriMet reserves the right to cancel this RFP at any time without liability prior to execution of a contract by TriMet.

1.9 Confidentiality (09/03)

It is in the public interest for TriMet to receive as many proposals as possible. TriMet acknowledges the possible confidential nature of any cost or price information requested by the Request for Proposals, and TriMet obliges itself in good faith not to disclose such information during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Oregon law and applicable Federal requirements.

TriMet shall not disclose the number of proposals received or the identity of Proposers until after contract award.

1.10 Procurement Confidentiality (09/03)

Proposers are cautioned that until submission of their proposal, they may have contact with only those District representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with SEC Committee Members, Project Managers, District employees, its contractors, or members of the 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.

1.11 Administrative Remedies (09/03)

A Proposer may seek administrative remedies under Proposal Protest Procedures of TriMet's Contracting Procedures. Copies of TriMet's Protest Procedures are available upon request from TriMet's Procurement & Contracts Department PD4, Fourth Floor, 4012 S.E. 17th Avenue, Portland, Oregon 97202.

END OF SECTION 1 - PROPOSAL REQUIREMENTS AND CONDITIONS

SECTION 2 - EVALUATION OF PROPOSALS

2.1 Evaluation Criteria

A. Format of Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's concepts and capabilities to satisfy the requirements of this RFP. Submission of general technical literature, display charts, or other supplemental materials not directly related to this procurement is discouraged.

- (1) Proposers shall submit proposals as set forth in Paragraph 1.7, Submission of Proposals.
- (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 with an index tab extending beyond the far right side of the page. The index tab shall have the appropriate section number typed thereon.

B. Content of Technical Proposals (09/03)

At a minimum, the items described in each section below shall be addressed. Points will be awarded based on the Proposal's content relative to the requirements set forth by this RFP. Provide the following information:

(1) Technical Proposal and Work Plan-Section 1 – (Maximum 25 Points)

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:

- a. Introduction: Provide an introduction of the Proposer, and/or an introduction of all members who may be involved in this contract. 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, e-mail address, web-site address and other information Proposer might deem pertinent and introductory in nature. Company resumes are acceptable, as long as all information requested is provided. **A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.**
- b. Qualifications of the Proposer: In this section, the Proposer shall provide its history, experience and past performance relevant to TriMet's needs, including but not limited to, a description of the Proposer's direct experience which is similar in nature, scope and complexity to that required by this contract. Information regarding the Proposer's directly relevant experience shall include a list which provides dates, locations, character, cost of assignments, project managers, and names, addresses, contact persons and telephone numbers of clients.
- c. References: The Proposer shall provide a minimum of three references for a similar type of work.

d. Qualifications of Staff: This section shall contain the Proposer's staffing and organizational plan, which shall identify the project manager(s) 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 shall be submitted for the project manager and key personnel. Resumes must be complete and concise, including, at a minimum, education, training, and degrees and certificates earned. Resumes should also provide experience directly relevant to the work to be performed under this contract.

(2) **Technical Proposal Section 2 – Work Plan (30 Points)**

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

- **Project Overview.** Provide a 1 page overview of how the Offeror proposes to accomplish the tasks described in the Scope of Services.
- **Scope of Services.** Provide a detailed description of how the Offeror proposes to conduct the customer satisfaction survey to achieve the responsibilities and requirements outlined in the Scope of Work? Provide a timeline outlining how the Offeror will perform the required services within the require timeframe. Provide a sample list of relevant survey questions from similar contracts.
- **Staffing.** Describe the staffing plan. How will the Offeror organize the work? How many FTEs are required to perform the services outlined in the Scope of Work?
- **Flexibility and Capacity.** Describe the Offeror's ability to perform efficiently and, thoroughly within short time constraints while maintaining service quality and accuracy. Provide examples from other similar contracts the Offeror has held.
- **Data Collection.** Describe the proposed data methodology to be used, including data collection procedures, analysis and reports. Describe how the proposed report format will assist DMAP and the Oregon Transportation Brokerages recognize areas of achievement and improvement.

(2) **Technical Proposal-Section 3 - Exceptions or Deviations**

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.

C. **Price Proposal/Cost (45 Points)**

- (1) Points will be mathematically calculated based upon the reasonableness of the proposed price for the work to be performed and the competitiveness of the price

with other proposals received.

All of the price related points will be awarded based on relative competitiveness of prices offered for the total of base and optional items listed on Form 6.8 (Proposal Pricing Form).

- (2) The Proposal pricing forms, and all other forms included in Section 6 of the RFP, shall be submitted in a sealed envelope, separate and apart from the proposal document, and must be clearly marked "**PRICE PROPOSAL.**" **Only the original of the Section 6 forms are required to be submitted.** Do not submit any copies. Include Proposer name on the price proposal envelope.

2.2 Evaluation Procedure (09/03)

A. A Source Evaluation Committee (SEC) will be appointed to evaluate proposals. The SEC will employ only those evaluation criteria set forth in Section 2.1 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. 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 2.1 above.

C. To determine the competitive range, the SEC will 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 evaluated and scored. The sum total points scored on both the technical and price will be considered in determining the competitive range. After determination of the 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.

D. 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.

E. 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.

F. If the SEC elects to enter into discussions with Proposers, each Proposer remaining within the competitive range at the close of discussions/negotiations 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 proposals, 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 2.1 and make a recommendation for award.

G. TriMet reserves the right to investigate the qualifications of all Proposers under consideration and to Proposer 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 or request a system demonstration during the evaluation period.

H. TriMet's General Manager shall have full authority over TriMet's source selection and decision to award, subject to applicable Board policy.

2.3 Notice to Unsuccessful Proposers (09/03)

Following contract award, TriMet may inform unsuccessful Proposers of:

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

2.4 Cost Analysis (09/03)

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.

2.5 Compensation (09/03)

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.

2.6 Board Approval (09/03)

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

- A. \$150,000 for Personal Services Contracts
- B. \$500,000 for goods and ordinary services contracts when the contract has been solicited by other means than a formal Invitation for Bid process.
- C. \$500,000 for goods and ordinary services contracts when the contract has been solicited by a formal Invitation for Bid process.

Revenue contracts are approved or delegated for approval by TriMet's General Manager.

SECTION 3 - GENERAL CONDITIONS

3.1 Contractor's Status and General Responsibilities (06/03)

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.

3.2 Notices and Communications (06/03)

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 telegram, facsimile, or by regular, certified or registered mail.

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.

3.3 Assignment and Sub-Contracting (06/03)

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.

3.4 Indemnification (06/03)

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend TriMet, its directors, officers, and employees from and against all claims, damages, losses, attorney fees and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault or

negligence in whole or in part of contractor, its agents, contractors, sub-contractors, or employees from the performance of the work.

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.

3.5 Prompt Payment (06/03)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from TriMet. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of TriMet.

3.6 Compliance with Laws and Regulations (03/05)

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.230, 279B.235, 279C.505, and 279C.515, 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 (15). 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.

3.7 Liens Prohibited (06/03)

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.

3.8 Safety (06/03)

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.

3.9 Prohibited Interests (10/04)

A. No TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with TriMet, except to the extent such interest is permitted and disclosed as may be required under applicable law and TriMet policy.

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 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.

C. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

3.10 Integration, Modification, and Administrative Changes (06/03)

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.

3.11 Severability/Survivability (06/03)

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 effected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

3.12 Waiver and Nonwaiver (06/03)

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.

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.

3.13 Termination for Default (08/05)

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 supplies 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, supplies or services similar to those terminated, and the Contractor will be liable to TriMet for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

D. Contractor shall be paid the contract price only for completed supplies 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.

3.14 Termination for Convenience (06/03)

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.

3.15 Intellectual Property (06/03)

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.

3.16 Acceptance, Rejection, and Revocation of Acceptance (06/03)

If this contract is for the supply of goods or equipment, 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.

3.17 Inspection of Services (06/03)

A. TriMet has the right to inspect and test all supplies/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 supplies or services do not conform with contract requirements, TriMet may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies 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 supplies/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.

3.18 Title and Risk of Loss (06/03)

If this contract is for the supply of 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 goods shall pass to TriMet upon TriMet's payment for those goods. If this contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in TriMet's possession. 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 agrees to carry insurance to cover any losses/damages to TriMet's goods while in Contractor's possession.

3.19 Work Product (06/03)

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.

3.20 Paragraph Headings and Other Titles (06/03)

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.

3.21 Audit and Inspection of Records (06/03)

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, DMAP, 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, DMAP, the U.S. Department of Transportation, 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.

3.22 Mediation (03/07)

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.

3.23 Applicable Law and Jurisdiction (06/03)

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.

3.24 Nondiscrimination

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.

END OF SECTION 3 - GENERAL CONDITIONS

SECTION 4 - SPECIAL PROVISIONS

A. SPECIAL PROPOSAL PROVISIONS

4A.1 One Award

TriMet anticipates one contract award as a result of this solicitation. Multiple contract awards shall not be made.

4A.2 Unnecessarily Elaborate Proposal

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.

4A.3 Detailed Description of Supplies/Services

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 Technical Specifications section of the solicitation document for complete descriptions of the required supplies or services.

4A.4 Inclusion of Costs

The line item proposal prices must include any incidental expenses including, but not limited to indirect costs, overhead, insurance, gas and other ordinary expenses or other incidental costs.

END OF SECTION 4A

4B SPECIAL CONTRACT PROVISIONS

4B.1 Term

Unless terminated sooner under the provisions of this contract, the base term of this contract shall be 1 year from the effective date of the contract with TriMet's option to extend for one additional one-year period.

4B.2 Type of Contract

This is a requirements contract for the services specified in the Scope of Services and is based upon estimated required quantities of the specified services.

4B.3 Payment

TriMet shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, according to the Milestone Payment Plan listed below. TriMet shall pay the contractor within thirty (30) days of the receipt of a proper invoice.

Notwithstanding any other additional requirements of this contract, invoices shall contain the *contract number; and an itemized breakdown showing Milestones completed*. All invoices shall be submitted to TriMet's Finance Department as follows:

TriMet Finance Department
Attn: Accounts Payable
4012 SE 17th Avenue
Portland, OR 97202

Failure to strictly comply with this provision may 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 the required information being provided on the sample Vendor/Payment Setup Form attached as Exhibit 4C. A completed Setup Form will be submitted by the Contractor at the time a signed contract is returned to TriMet.

4B.4 Audit and Records -- Negotiation

- (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.

4B.5 Insurance (04/08)

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:

\$1,000,000.00 per occurrence, bodily injury and property damage; and
\$1,000,000.00 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).

(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: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

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

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

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

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers 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 the insurer 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.

4B.6 Project Managers

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.

4B.7 Notice of Award

A written notice of award or acceptance of a proposal from TriMet's Procurement Department shall be mailed or otherwise furnished to the successful Contractor within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice of Award shall be entirely at the Contractor's risk.

4B.8 Hours of Labor

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

4B.9 Time of Essence

Time is of the essence of this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, TriMet, at its discretion, may procure those goods/services from another source. If the price paid by TriMet for goods/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.

4B.10 Intergovernmental Cooperative Agreement (04/05)

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

Any such purchases shall 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 bidder, 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.

4B.11 Warranties

Contractor shall warrant workmanship and materials for two (2) years following final acceptance.

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or

modified, and Contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design and manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods. Contractor warrants that title to all goods delivered under this contract are free from encumbrances of any type.

4B.12 Schedule and Time of Completion

Contractor will develop timelines with a schedule for major activities and a target completion date of October 31, 2011. Contractor will communicate with DMAP and TriMet project coordinators on a regular basis and will provide written and verbal reports to indicate progress toward completion.

END OF SECTION 4 SPECIAL PROVISIONS

Exhibit 4B VENDOR/PAYMENT SETUP (Do NOT fill out at this time)		
Vendor Name:		
Db:		
Tax ID # or Social Security #:		
Check appropriate box:	☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other _____ ☐ Exempt from backup withholding	
Mailing Address:		
Contact Name:		Title:
Contact Phone:		Fax:
E-mail address (for remittance advice information):		
	Do you accept credit card payment? ☐ Yes ☐ No	

U.S. ELECTRONIC PAYMENT (ACH) BANK INFORMATION <i>You must attach either a voided check (or photocopy of an original) for verification of your account number and financial institution.</i>	
Bank Name:	
Bank Address:	
Phone Number:	
Bank ABA #: (9 digits)	
Account Name:	
Account #:	
Account type:	(Please check one) ☐ Checking or ☐ Savings

AUTHORIZATION (must be completed by authorized representative)	
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). 4. I/(we) authorize TriMet to initiate variable entries to my (our) account described above in the U.S. Electronic Payment (ACH) Bank Information section of this document	
Name (signature of printed name):	
Title:	
Date:	

TRIMET INTERNAL USE ONLY			
Received by:	Entered by:	Vendor No:	
Date:	Date:	Vendor Type	DMWESB:

SECTION 5 – SCOPE OF WORK

Background

The State Division of Medical Assistance Programs (DMAP) contracts with local government agencies to provide non-emergent medical transportation (NEMT) services to Oregon Health Plan Plus (OHP+) Medicaid clients to and from their Medicaid covered medical services. These NEMT programs are called transportation brokerages. There are eight transportation brokerages in Oregon and together they provide NEMT services in all regions of the state. The federal waiver approving medical transportation brokerages requires that a customer service survey be completed every two years.

The NEMT Customer Satisfaction Survey has been conducted since 1996, originally including only TriMet's Medical Transportation Brokerage. As DMAP contracted for more transportation brokerages throughout the state, the survey expanded to include the new brokerages. In 2003 the survey included three brokerages, in 2007 seven brokerages and in 2011 the survey will cover all eight brokerages in the state.

Survey Objective

The objective of the survey is to evaluate customer satisfaction with non-urgent medical transportation brokerage services. The eight brokerages included in the survey are:

Region	Brokerage Name	Agency Name	Counties Served
1	NW Ride Center	Sunset Empire Transportation	Clatsop, Columbia, Tillamook
2	MTP (Medical Transportation Program)	TriMet	Clackamas, Multnomah, Washington
3	Transportation Network	Mid-Columbia Council of Governments	Gilliam, Hood River, Morrow, Sherman, Umatilla, Wasco, Wheeler
4	TransLink	Rogue Valley Transportation District	Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lake
5	Cascades West Ride Line	Cascades West Council of Governments	Benton, Lincoln, Linn
6	Cascades East Ride Center	Central Oregon Intergovernmental Council	Baker, Crook, Deschutes, Grant, Harney, Jefferson, Malheur, Union, Wallowa
7	Trip Link	Salem-Keizer Transit	Marion, Polk, Yamhill
8	Ride Source	Lane Transit District	Lane

Methodology

Each region will be surveyed separately and data for each brokerage will be processed, analyzed and reported independently from the other brokerages.

A combination of telephone and self-administered surveys using client lists provided by DMAP in coordination with the brokerages will be conducted. Discrete sample lists will be provided for each of the eight transportation brokerages.

All clients listed in the sample will be sent a cover letter explaining the purpose of the survey and asking for their participation when contacted by the Contractor

Professional telephone interviewing staff will interview all clients for whom telephone numbers are provided. Telephone interviews will be conducted in both English and Spanish. Professional telephone interpretation services will be provided for individuals who do not speak English or Spanish.

Clients unable to be reached by phone, those with hearing impairments, and any clients who ask to complete a written survey rather than a telephone survey will be sent a self-administered questionnaire. A reminder postcard and additional survey will be mailed to clients two weeks after the initial mailing of a survey booklet, when the original survey has not yet been returned. Parents or foster parents will be asked to complete the survey for their child who has been identified for the sample.

An initial mailing of 13,300 cover letters across the 8 brokerages is recommended based on trip volume, as shown below.

Brokerage Name	Annual Trip Volume	Cover Letters to be Mailed
NW Ride Center	33,367	300
MTP (Medical Transportation Program)	695,384	6900
Transportation Network	33,053	300
TransLink	185,526	1800
Cascades West Ride Line	69,097	700
Cascades East Ride Center	59,918	600
Trip Link	156,020	1500
Ride Source	125,568	1200

Sample Size

The Contractor will determine the sample size for each area. The sample size should assure sufficient response in order to yield precision levels of at least a 95% confidence interval with a margin of error of 5%. State mail surveys are currently being returned at a 20 – 30% response rate. The undeliverable rate is between 9 and 10%.

DMAP in coordination with the brokerages will identify the sample from OHP+ eligible clients who have used the Medical Transportation Service within the prior 6 months. From the sample the Contractor will determine the sampling strategy that will provide statistically significant results for each region surveyed. The Contractor and DMAP will discuss stratification and/or cluster sampling techniques after the data lists have been retrieved.

Analysis

Comparative analysis will be conducted for each agency by total participating agencies. Demographic data, e.g., age, race/ethnicity, gender, eligibility category, language preference, will be analyzed using descriptive statistical analysis and presented in summary tables of the participant sample.

A statewide comparison is desired, if comparable study indicators are available. A comparison of the current survey results will be conducted with prior surveys in order to demonstrate trends in consumer satisfaction.

Contractor

The contractor must have the capability to reach all desired populations and will coordinate with DMAP to develop statistically significant sampling methods. Contractor must have experience in survey methodology, data management and analysis techniques appropriate for surveys. Contractor will also develop timelines with a schedule for major activities and a target completion date of October 31, 2011. Contractor will communicate with DMAP and TriMet project coordinators on a regular basis and will provide written and verbal reports to indicate progress toward completion.

Contractor Responsibilities

1. Consult with DMAP staff on questionnaire revisions and sampling issues
2. Develop the survey instrument, maintaining continuity with previous surveys, as applicable
3. Provide a Spanish translation of the revised questionnaire
4. Using the client lists provided by DMAP, generate the final sample to be used for each of the eight different brokerages
5. Format and print cover letters, survey booklets and postcards for mailing
6. Program the telephone interviews in English and Spanish
7. Send cover letters to selected clients in all eight transportation brokerages
8. Conduct telephone interviews
9. Mail survey booklets to clients who could not be interviewed by telephone
10. Provide business reply envelopes for return surveys
11. Receive, open, and track returned questionnaires
12. Arrange for alternate format for interviews, as requested
13. Edit and code responses to open-ended questions, enter and verify all data, and provide typed verbatim responses to open-ended questions
14. Consult with DMAP to design cross-tabulation banners with significance testing and all data in Excel or other format as approved in advance by DMAP. We anticipate 8 banners, one for each brokerage, and a combined total.

DMAP Responsibilities

1. Consult with Contractor staff regarding any changes to the proposed 2011 methodology or survey instrument
2. Secure the sample from eligible members who have used the Medical Transportation Service within the prior six months. Sample will be provided to Contractor in electronic format (Excel) for final sample selection. The data will include relevant demographic information about each client, including name, mailing address, language spoken, telephone number, gender, age, and race.
3. Provide DMAP letterhead and electronic signature
4. Monitor telephone interviews as desired
5. Review and comment on the draft report
6. Be available to Contractor staff to answer questions and provide direction throughout the project

DMAP and Brokerage Contacts

Organization	Agency Name	Contact	Phone & E-Mail
DMAP	DHS/OHA	David Gulliver	503-945-5796 david.gulliver@state.or.us
NW Ride Center	Sunset Empire Transportation	Dan Schwanz	503-861-5399 dan@ridethebus.org
MTP (Medical Transportation Program)	TriMet	Gail Bauhs	503-962-8215 bauhsg@trimet.org
Transportation Network	Mid-Columbia Council of Governments	Dan Schwanz	541-296-7595 mccogtransnet@gorge.net cat1@gorge.net
TransLink	Rogue Valley Transportation District	Tim Fountain	541-842-2072 t.fountain@rvtd-translink.org
Cascades West Ride Line	Cascades West Council of Governments	Phil Warnock	541-924-8474 pwarnock@ocwcog.org
Cascades East Ride Center	Central Oregon Intergovernmental Council	Karen Friend	541-548-9543 kfenty@coic.org
Trip Link	Salem-Keizer Transit	Melissa Bradley	503-588-2424 bradley@cherriots.org
Ride Source	Lane Transit District	Rand Stamm	541-682-3246 Rand.stamm@ltd.org

SECTION 6 - PROPOSAL FORMS

CONTRACT NO. RC110461BW

6.1 Form of Business

Name of Firm: _____

Principle Business Address: _____

Phone: _____

Fax: _____

E-mail: _____

1. What form of business is your organization? (check one)

____ Sole Proprietorship

____ Partnership (_ Limited _ General)

____ Corporation

2. If a corporation, when and where was your organization incorporated?

3. If a limited partnership, when and where is your organization certified?

4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?

5. State of Oregon Certified M/W/ESB Firm*? ☐ Yes ☐ No

If yes, please provide State Certification Number: _____

*For more information on certification please contact the State of Oregon Office of Minority, Women and Emerging Small Business at (503) 947-7976.

6.2 Receipt of Addenda

CONTRACT NO. RC110461BW

ADDENDA RECEIVED:

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

If no addendum received write "None Received": _____

Date

Signature

Name

Title

Important Note: Solicitation addenda shall be electronically posted to TriMet's Vendor Registration System which can be accessed at www.ebidexchange.com/trimet/ or The State of Oregon's e-procurement at <http://orpin.Oregon.gov>. While TriMet is confident in the full functionality of these systems, as a legal matter, notification services offered through the site are not guaranteed and users of the notification services offered through the site are not guaranteed and users of the notification services are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause a bid to be rejected as non-responsive.

6.3 Certificate of Compliance with Oregon Tax Laws

By signature hereto, both parties agree to this modification as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Date:_____

Signature:_____

Name:_____

 (print)

Title:_____

Firm:_____

6. 4 Proposal Pricing Form**CONTRACT NO. RC110461BW**

Item	Description	Est. Hours	Hourly Rate	Total
LABOR				
1	Survey design & development	8	\$ _____	\$ _____
2	Project management	12	\$ _____	\$ _____
3	Survey programming	10	\$ _____	\$ _____
4	Telephone interviewing	580	\$ _____	\$ _____
5	Interviewer supervising	70	\$ _____	\$ _____
6	Analysis and reporting	105	\$ _____	\$ _____
7	Outbound mail/data entry, coding & processing	105	\$ _____	\$ _____
8	Subtotal Labor			\$ _____
EXPENSES				
9	Printing			\$ _____
10	Postage Expense			\$ _____
11	Long Distance Expense			\$ _____
12	Cross-tabulation expense (8 sets)			\$ _____
13	Subtotal Expenses			\$ _____
TOTAL PROPOSAL PRICE (The total Proposal Price is the sum of items 8 and 13 above)				\$ _____

This is a Requirements contract for the services specified in the Scope of Work. Any quantities of the services specified are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, quantity variance between "estimated" and actual orders placed shall not constitute the basis for an equitable price adjustment.

SECTION 7

****SAMPLE ONLY....DO NOT EXECUTE****

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

GOODS AND SERVICES CONTRACT FOR

This contract is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet") and _____ ("Contractor").

1. Term

Unless terminated sooner under the provisions of this contract, the base term of the contract shall be from _____ to _____.

2. Contract Provisions

All provisions of the documents below are incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.

- A. Written contract modifications executed by the parties after contract award,
- B. This contract form,
- C. Addenda issued by TriMet prior to receipt of proposals, as well as addenda issued during discussions,
- D. Special Conditions as set forth in TriMet's Request For Proposals (Section 4A Special Proposal Provisions and Section 4B Special Contract Conditions, including **Federal Requirements**),
- E. General Conditions as set forth in TriMet's Request For Proposals (Section 3),
- F. Proposal Requirements as set forth in TriMet's Request For Proposals (Section 1),
- G. Technical Requirements as set forth in TriMet's Request for Proposals (Section 5),
- H. Contractor's Price Proposal, to include all supplements, and as finally amended by the Contractor's Best and Final Offer. (Section 6)

3. Scope of Services

Contractor shall perform the tasks identified in the above documents, and the services set forth in this Request for Proposals (Section 5) – Technical Requirements, within the time

frame and budget stated.

4. Compensation

Total contract compensation shall not exceed \$_____ in the base year.

5. Certificate of Compliance with Oregon Tax Laws

By signature hereto, both parties agree to this modification as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws 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:

By: _____

Federal Employer ID Number:
