



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY SEPTEMBER 22, 2016

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF AUGUST 28, 2016 MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS- AUGUST 2016
8. OLD BUSINESS
 - a. Approval of Long Range Comprehensive Transportation Plan
 - b. Information Technology Services
 - c. Transcription Update
 - d. QuickBooks Update
 - e. Used Bus Purchases
 - f. Internal Revenue Service
 - g. Website Update
9. NEW BUSINESS
 - a. Executive Director Annual Review Process Discussion
 - b. Set Date: Board Policy Committee Meeting
 - c. Drive Less Connect Presentation
 - d. Transit Asset Management: Designation of Accountable Executive
10. CORRESPONDENCE
 - a. Oregon Public Transportation Plan
 - b. Oregon State University Extension Service
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORT
13. PUBLIC COMMENT (3 minute limit)
14. OTHER ITEMS



**BOARD OF COMMISSIONERS
BOARD MEETING MINUTES
August 25, 2016**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:00 am.
2. ROLL CALL:
Present: Chair Kathy Kleczek, Vice Chair Paul Lewicki, Commissioner Kevin Widener, Commissioner Jim Servino and Commissioner Carol Gearin. Commissioner MacDonald and Commissioner Gaebel was excused.

Staff Present: Executive Director Jeff Hazen, Finance Officer Al Hernandez, IS/Transit Center Manager John Layton, HR/Payroll Officer, Tami Carlson, RideCare Manager Jason Jones, Operations Manager Scott Earls, Mobility Management Coordinator Shana Verley, Paratransit Supervisor Jennifer Geisler and Transportation Options Specialist Shasia Fry.
3. BOARD ELECTION OF OFFICERS for 2016-2017:
 - a. Board Chair-
Commissioner Gearin nominated Kathy Kleczek for Board Chair
Commissioner Widener seconded the motion
Discussion- None
Motion passed by unanimous aye vote of all Commissioners present
 - b. Board Vice Chair
Commissioner Gearin nominated Paul Lewicki as Board Vice Chair
Commissioner Servino seconded the motion
Discussion- None
Motion passed by unanimous aye vote of all Commissioners present
 - c. Board Secretary/Treasurer
Commissioner Widener nominated Carol Gearin as Board Secretary/Treasurer
Commissioner Lewicki seconded the motion
Discussion- None
Motion passed by unanimous aye vote of all Commissioners present
4. CHANGES TO AGENDA- Executive Director Hazen requested that discussion of the purchase of 2 buses be added to the agenda. Chair Kleczek placed purchasing discussion under New Business as item C.
5. PUBLIC COMMENT- Representative Deborah Boone made public comment that earlier in the year there had been a Transportation Bill that did not move forward due to political reasons that included a piece on Public Transit. Representative Boone said she is not on the committee but will be voting on the Transportation Bill and wants to make sure she has up to date information from transit providers so she can take this message back to this group. Representative Boone said that Public Transit is a piece of the package and is integral to our working as a county. There will be meetings around the state and she suggested calling Betsy Johnson who is on the committee to find out more information about them. Chair Kleczek thanked Representative Boone for attending and for her support.
6. PUBLIC HEARING-LONG RANGE COMPREHENSIVE TRANSPORTATION PLAN- Stephanie from Nelson Nygaard handed out the updated summary to the original Transportation Plan that had been presented at the July 28th Board Meeting. Stephanie reviewed each of the additions or changes contained in the update. Chair Kleczek asked for public input. There was a question about when there would be service on Saturdays in Astoria. Chair Kleczek answered saying that this is part of the future plans. Stephanie will make the final changes to the plan and it will be presented to the Board for final approval at the September Board meeting. The Board requested the changes to the plan be highlighted.
7. APPROVAL OF JULY 28, 2016 MEETING MINUTES- Chair Kleczek requested that the praise given to Mary Parker by the Board for the new schedules and maps be added to the July minutes.

Commissioner Servino moved to approve the July Board minutes with requested addition
Commissioner Gearin seconded the motion
Discussion- None
Motion passed by unanimous aye vote of all Commissioners present

8. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner Lewicki- Reported that he thought the new SETD Coasters being used to market services are fantastic.
- b. Commissioner Widener- Reported that he seconded Commissioner Lewicki's comment.
- c. Commissioner Gearin- Reported that she attended the Ridecare Committee meeting and that it has been interesting to meet the people who are running our transportation, hear them talk and see what they are doing especially when we are looking at costs. Commissioner Gearin also said she would third Commissioner Lewicki's comment on the coasters.
- d. Commissioner Servino- No comment
- e. Commissioner Kleczek- Commented on what a difference it has made and what a huge hole there is to fill with Commissioner Goforth no longer being with us and wanted to keep the Board on track in memorializing her service at SETD. Chair Kleczek also reported that Rae's memorial service will be on September 18th at 1:00 PM at the Holiday Inn Express in Astoria.

9. FINANCIAL REPORTS-JULY 2016- Al reported that the July financial numbers are light on the expenses and revenues because they are on an accrual basis. There was discussion on how monthly budgeting and expenses are being reported during the current fiscal year.

Commissioner Lewicki moved to approve the July 2016 Financial Report

Commissioner Widener seconded the motion

Discussion- Chair Kleczek asked if Al had looked into seeing if there would be any benefit to billing for the parking spaces on a quarterly basis. Al reported he had looked into changing the billing but there would not be any benefit to a change.

Motion passed by unanimous aye vote of all Commissioners present

10. OLD BUSINESS

- a. Financial Review Report- Executive Director Hazen reported that auditors Boldt, Carlisle and Smith have finished the review of the financial problems that the District has which occurred during the transition in finance officers and the setup of the new Quick Books program by the previous finance officer. Al reported that there were no surprises in the report. Boldt, Carlisle and Smith cannot make the recommended corrections as they are our going to continue to be the District's auditors. Al has contacted John Carlson to make the required corrections. Al explained that some of the issues were due to entries that were made after the fiscal cut off in June and entries continued to be made in the old Quick Books after the new Quick Books was set up. Al believes that the setup of the new Quick Books was done in a rush and the files that had to be entered into the new system were huge. Commissioner Lewicki requested that there be a final report sent by the auditors that says that all of their recommended corrections have been made. Commissioner Servino asked what precipitated the change to new Quick Books. Al said he was told that the old Quick Books was corrupt. Commissioner Servino asked if we are currently using the latest version of Quick Books. Al said no we are using Enterprise 14 which is on our local server. Commissioner Gearin asked if the server is backed up every night. Al and John said that Konner has set up a backup system for Quick Books. Chair Kleczek asked that the Board receive verification that Quick Books is being backed up. Executive Director Hazen verified with Konner that Quick Books is backed up. The Board requested that there be a business reason for changing to another accounting system and it be coordinated when an upgrade is due. Executive Director Hazen verified that the Sage accounting system was a recommendation from the ODOT Compliance Review findings and it has been budgeted for. Al will verify if SETD is charged for scheduled Quick Books updates.
- b. Board Member Sub-Committee Assignments- Chair Kleczek appointed the following Commissioners:
 - Ride Care Advisory Committee- Commissioner Gearin
 - Senior and Disabled Transportation Advisory Committee- Commissioner Widener and Commissioner Gaebel
 - Board Policy Committee- Commissioner Gearin, Commissioner Servino and Chair Kleczek
 - Executive Director Evaluation Committee- Chair Kleczek, Vice Chair Lewicki and Secretary/Treasurer Gearin
 - Northwest Oregon Area Commission on Transportation- Chair Kleczek
- c. Rider Appreciation Day- There was Board discussion about dedicating the 2017 Rider Appreciation Day in January to honor of Rae Goforth and to further support a plans for a plaque dedicated to Rae for her work in Union Town. Commissioner Gearin moved that staff move forward in dedicating the 2017 Rider Appreciation Day to Rae Goforth
Commissioner Lewicki seconded the motion

Motion passed by unanimous aye vote of all commissioners present

Commissioner Lewicki asked that the process that Victor Kee had started in dedicating the transit plaza to Bob Gannaway also be looked into. Executive Director Hazen said he will contact Victor about where the project stands at this point.

11. NEW BUSINESS

- a. November-December Meeting Date- Chair Kleczek suggested combining the November and December Board meetings into one Board meeting. Board consensus was to have the combined meeting on December 8th.
- b. Update Bank Signature Authority- Executive Director Hazen asked the Board to approve the addition of Commissioner Gaebel as a signer and approve the removal of Rae Goforth as a signer on all District bank accounts. The Board signing changes and a copy of the August Board Minutes will be brought to the bank following approval of the minutes in September.

Commissioner Lewicki moved to add Commissioner Gaebel as a signer and remove Rae Goforth as a signer on all of the District bank accounts.

Commissioner Servino seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

Chair Kleczek reported for the minutes that Commissioners Lewicki, Widener, MacDonald, Servino, Gaebel, Gearin and Chair Kleczek are approved signers on all District's bank accounts.

- c. Purchase of New Used Buses- Executive Director Hazen reported that Scott Earl's had found 2 buses for sale in Washington and went and looked at their condition. They ran well and were in good working order with about 300,000 miles on one and 750,000 on the other. Executive Director Hazen is proposing that the Board approve the purchase of the 2 buses which will be used as back up for break downs and during cruise ship season. The combined purchase price will not exceed \$25,000. Chair Kleczek asked if the buses are up to code for wheelchair access and security since they are from 1998. Scott said he will add new tie downs but the buses meet current wheelchair securement standards.

Commissioner Lewicki moved to approve the recommendation by staff to approve the purchase of 2 used buses with the combined price not to exceed \$25,000.

Commissioner Widener seconded the motion

Discussion-Commissioner Gearin asked that someone from SETD check the buses out and ride in them before the purchase. Commissioner Servino asked if there is money in the budget for a purchase like this.

Executive Director Hazen said yes.

Motion passed by unanimous aye vote of all Commissioners present

12. CORRESPONDENCE- Mail items were distributed to Board members.

13. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen reported that the RFQ process for computer services has been narrowed down to 2 consultants. There was discussion on what the RFQ for providing computer services asks for. Commissioner Lewicki asked if the consultants would manage both the existing hardware and software. Executive Director Hazen said they would but the website is not included. Chair Kleczek said the way the RFQ is being presented made her uneasy and she has concerns that it may be too vague which makes her nervous due to what happened with the previous contract. Commissioner Lewicki said he shares some of the same concerns as Kathy because SETD was burned before because the specifics were not specific, however outsourcing makes sense financially if the contract is correct. Chair Lewicki commented that if the new service wants to make upgrades and we do not have staff on board that has the technical experience to debate the changes, we could be spending money we cannot justify. Executive Director Hazen read the RFQ requirements and said he will be bringing the final RFQ back to the Board for approval. Commissioner Servino requested that a copy of the RFQ be emailed to the Board. Commissioner Lewicki asked if onsite training for new software or hardware will be provided. Executive Director Hazen said that the service he is looking at will provide this support through a help desk.

14. LEADERSHIP TEAM REPORTS- Reports submitted for July 2016: Operations- Scott Earls, Rider Reports- John Layton, Ride Assist- Jennifer Geisler, Mobility Management- Shana Verley, Transportation Options-Shasia Fry, Information Technology- John Layton, Marketing and Outreach- Mary Parker, RideCare- Jason Jones and Human Resources- Tami Carlson.

Chair Kleczek reported that ODOT has integrated their road reports with the WAZE program and asked if there was a way that SETD bus drivers could use their cell phones to sign into WAZE when they are driving the bus so riders could use the program to look up the location of the buses. Executive Director Hazen said we cannot require the drivers to use their personal phones for that. Chair Kleczek suggested since we are looking at putting technology on the buses, would it be cost effective to put cell phones on the buses for this type of technology. Commissioner Gearin asked about putting GPS on the buses as that is what the Trolley has done. Executive Director Hazen said that all the buses have GPS but it has been turned off due to the high cost and many dead spots in the area, however he also said that Tillamook is currently trying out a new rural GPS system which is much improved and reasonably priced and he will be reviewing the results with Doug. Commissioner Gearin suggested that phones and phone holders could be purchased for each of the routes and drivers could just connect to WAZE when they begin their shift on the route.

15. PUBLIC COMMENT- None

16. OTHER ITEMS- None

An audio recording of the Sunset Empire Transportation District's August 2016 Board Meeting is available at: www.ridethebus.org-Board of Commissioners- Monthly Meeting Minutes- August 25, 2016.

Meeting was adjourned at 11:20 AM

Mary Parker, Recording Secretary

Commissioner Carol Gearin, Secretary/Treasurer

Date

Mission Statement

Provide safe, reliable, relevant and sustainable transportation services to Clatsop County with professionalism, integrity and courtesy.

Sunset Empire Transportation District
AUGUST FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the September 2016 Board of Commissioner's Meeting

NOTE on Reviewing Financials: 2 Month = 16.67 % of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total YTD Income was \$192,992 (\$56,562 better than budget), 6.30% of annual budget and 175.40% of monthly budget. YTD Total Materials & Services was \$54,090 (\$67,627 less than budget), 6.48% of annual budget and 48.54% of monthly budget. Other Expense of \$13,356 was over budget as it includes as a capital item \$209.00 DMV fees for the two new buses .

Revenue

- 4000 Fares: Revenues for the month of \$23,956 are \$2,731 better than budget.
- 4100 Contract Service-IGA: Cannon Beach billed for August Monthly Service.
- 4200 Property Tax: Is Strategic Investment Program Agreement (SIP) service fee.
- 4250 Timber Sales: Revenues were budgeted at \$40,000 per quarter.
- 4272 Parking: One parking spot remains open, we have distributed a flyer to the businesses in the area to let them know there is a parking space available
- 4300 Interest: Effective July 27, 2016 LGIP increased their interest to .92% from (.875%). Fund savings are deposited into LGIP. The period July to Oct is a slow revenue period thus we draw on LGIP. This is August 2016 interest.

Expense

- 6200 Payroll Expense: Over budget the result of making the first quarterly workers compensation payment in August (\$7,139.64 in total).
- 7000 Provider Payments: Reimbursement to Vets volunteer driver program. Program is gearing up.
- 7030 Bus Pass: A reclassification to RC from General Fund.
- 8005 Audit: Progress payment for the 2016 Audit.
- 8030 Comp-Info -Tech Services: Includes, All Data \$1,500, Quick Books annual support fee \$1,800, GNSA (Great Northern Staff Administrators) monthly time keeper fee from May to July 2016. GNSA was slow in billing for services.
- 8035 Conf Training & Travel: Reflects reimbursement of CTAA expenses for the director.
- 8050 Dues Subscriptions & Fees: Includes: Annual Oregon Transit Association Dues \$2,340, Cannon Beach, Seaside Downtown Association and Rotary International Seaside.
- 8061 Equipment Lease: The result of using 2 school buses from Astoria School District for Route 11 for 2 hours.
- 8075 Fuel: Reflects actuals paid in August. One provide was received to be included in this report. Also prices continue below budgeted amounts Unleaded prices are about \$2.10 and Bio diesel about \$1.80
- 8120 Office Supplies: High for the month, yet still below budget YTD. We will monitor spending to keep on budget.
- 8130 Payroll Processing Fee: Includes August 2016 PR Fees.
- 8080 Insurance: Was paid in June as due date was July 1, 2016

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

Sunset Empire Transportation District

AUGUST FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the September 2016 Board of Commissioner's Meeting

- 8155 Telephone/Internet: Reflects July and August Verizon payments in August and the result of General Fund (GF) having larger share of the CoastCom services than budgeted. The GF was budgeted 25% of expenses and August reflect an actual usage of 30%.
- 9700 Capital Expenses: \$209 for DMV registration for two new buses.
- END

Ride Care Fund Profit and Loss

Ride Care's total Income is 13.86% of total budget. YTD revenues of \$476,824 are \$72,130 less than Budget. Which is the result of receiving \$42,863 less from CPCCO than budgeted and not recording any reimbursements from OHA or DHS as budgeted. YTD Interest Income of \$1,691 was \$691 better than budgeted partly the result of an increase in the interest rate to .92% from .875% in July. YTD Materials & Services of \$365,494 are \$98,867 less than budget and are 11.78% of YTD budget.

Expense

- 6200 Payroll Expenses: Is greater than budget the result of paying the first quarter Workers Compensation payment for the year end June 2017 of \$1,428.
- 7000 Contract Providers: Reflects a slight increase in sedan rides and an average of 3 mile longer trips.
- 8035 Conf Training & Travel: CTAA expense Reimbursement for Director.
- 8055 Durable Equip/Small Tools: Reflects Sound proof panels for Ride Care.
- 8155 Telephone/Internet Service: is better than budget the result of RC actuals representing 70% of the Coastcom service while budgeted at 75%.
- END

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

**Sunset Empire Transportation
Profit & Loss Budget Performance General Fund
August 2016**

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual Better (Worse)	Annual Budget	YTD Act to Budget
YTD Actual % Budget Target: 16.67%							
Ordinary Income/Expense							
Income							
4000 FARES	23,956.22	21,225.00	49,321.80	48,750.00	571.80	268,300.00	18.38%
4090 DONATIONS/COMMISSIONS	132.66	150.00	132.66	150.00	(17.34)	600.00	22.11%
4100 CONTRACTED SERVICES-IGA	7,557.00	9,664.00	14,291.00	16,864.00	(2,573.00)	180,917.00	7.90%
4200 TAXES	5,750.41	0.00	10,449.48	0.00	10,449.48	925,000.00	1.13%
4250 TIMBER SALES	88,174.59	40,000.00	88,174.59	40,000.00	48,174.59	160,000.00	55.11%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	0.00	0.00	55,000.00	0.00%
4270 RENTAL INCOME					0.00		
4271 BILLBOARD LEASE	0.00	0.00	0.00	0.00	0.00	1,200.00	0.00%
4272 PARKING SPACES	712.50	760.00	1,425.00	1,520.00	(95.00)	9,120.00	15.63%
4273- Charging Station	0.00	0.00	0.00	0.00	0.00	160.00	0.00%
4270 RENTAL INCOME - Other	0.00	0.00	0.00	0.00	0.00	0.00	
Total 4270 RENTAL INCOME	712.50	760.00	1,425.00	1,520.00	(95.00)	10,480.00	13.60%
4300 INTEREST	352.95	400.00	736.21	800.00	(63.79)	4,800.00	15.34%
4310 MISC INCOME	0.00		25.00		25.00		
5000 GRANTS					0.00		
5001 ODOT GRANTS	0.00	0.00	0.00	0.00	0.00	1,128,379.00	0.00%
Total 5000 GRANTS	0.00	0.00	0.00	0.00	0.00	1,128,379.00	0.00%
5080 OREGON STF FUNDS	0.00	0.00	28,436.00	28,346.00	90.00	328,560.00	8.65%
Total Income	126,636.33	72,199.00	192,991.74	136,430.00	56,561.74	3,062,036.00	6.30%
Gross Profit	126,636.33	72,199.00	192,991.74	136,430.00	56,561.74	3,062,036.00	6.30%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	85,591.51	95,664.00	182,868.18	191,327.00	8,458.82	1,243,631.00	14.70%
6200 PAYROLL EXPENSES	13,947.35	11,816.00	22,687.38	23,632.00	944.62	153,610.00	14.77%
6300 EMPLOYEE BENEFITS	17,792.26	24,597.00	41,970.38	49,194.00	7,223.62	295,166.00	14.22%
Total 1. PERSONNEL SERVICES	117,331.12	132,077.00	247,525.94	264,153.00	16,627.06	1,692,407.00	14.63%
2. MATERIALS & SERVICES							
7000 RC PROVIDER PAYMENTS	243.11	1,479.00	272.51	2,958.00	2,685.49	17,750.00	1.54%
7030 BUS PASSES	-300.00	340.00	0.00	680.00	680.00	4,080.00	0.00%
8005 AUDIT	580.00	0.00	580.00	3,000.00	2,420.00	26,160.00	2.22%
8006 ADS (HR JOB POSTING)	290.17	550.00	290.17	700.00	409.83	4,200.00	6.91%
8010 BANK FEES	254.39	250.00	265.29	500.00	234.71	3,005.00	8.83%
8020 BLDING & GROUNDS MAINT	1,715.18	2,114.00	2,424.22	4,228.00	1,803.78	25,373.00	9.55%
8030 COMP-INFO-TECH SERVICES	4,245.55	3,023.00	4,245.55	3,023.00	(1,222.55)	26,237.00	16.18%
8035 CONF TRAINING & TRAVEL	-1,190.63	2,308.00	-150.63	3,408.00	3,558.63	37,042.00	-0.41%
8045 DRUG/ALCOHOL/BG CHECKS	85.86	267.00	356.61	530.00	173.39	3,200.00	11.14%
8050 DUES SUBSCRIPTIONS & FEES	2,861.01	2,200.00	2,861.01	2,450.00	(411.01)	9,280.00	30.83%
8053 IGA - DUES AND FEES	0.00	2,500.00	0.00	2,500.00	2,500.00	16,700.00	0.00%
8055 DURABLE EQUIP/SMALL TOOLS	259.99	2,000.00	259.99	2,000.00	1,740.01	16,750.00	1.55%
8061 EQUIPMENT LEASE/RENT	782.21	458.00	1,118.21	920.00	(198.21)	25,500.00	4.39%
8065 EDUCATION/OUTREACH	1,328.79	7,038.00	1,468.54	7,038.00	5,569.46	39,510.00	3.72%
8070 EMPLOYEE RECOGNITION	0.00	100.00	0.00	100.00	100.00	4,000.00	0.00%
8072 Election Fees	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00%
8075 FUEL	4,470.95	19,897.00	13,929.59	39,794.00	25,864.41	238,772.00	5.83%
8080 INSURANCE	0.00	0.00	0.00	11,541.00	11,541.00	56,142.00	0.00%
8090 LEGAL ADS	0.00	0.00	0.00	0.00	0.00	800.00	0.00%
8095 LEGAL COUNSEL	0.00	500.00	0.00	500.00	500.00	6,400.00	0.00%
8100 MEETING EXPENSE	0.00	100.00	0.00	200.00	200.00	1,400.00	0.00%
8120 OFFICE SUPPLIES	2,214.43	1,700.00	2,432.19	2,900.00	467.81	15,450.00	15.74%
8130 PAYROLL PROCESSING FEES	116.20	160.00	233.80	320.00	86.20	2,080.00	11.24%
8135 PRINTING	172.88	4,425.00	172.88	4,425.00	4,252.12	33,950.00	0.51%

8139 PROFESSIONAL SERVICES	0.00	4,878.00	0.00	4,878.00	4,878.00	32,850.00	0.00%
8140 SUBGRANT PASS THROUGH	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00%
8150 TAXES/LICENSES/BUS REG FEE	0.00	0.00	0.00	0.00	0.00	330.00	0.00%
8155 TELEPHONE/INTERNET SERVICE	2,430.64	1,775.00	4,993.60	3,550.00	(1,443.60)	21,296.00	23.45%
8160 UNIFORMS	98.70	274.00	197.40	424.00	226.60	5,924.00	3.33%
8165 UTILITIES	1,604.06	1,575.00	1,750.98	3,150.00	1,399.02	21,667.00	8.08%
8170 VEHICLE MAINT & REPAIRS	14,097.45	15,000.00	16,388.28	16,000.00	(388.28)	120,200.00	13.63%
Total 2. MATERIALS & SERVICES	36,360.94	74,911.00	54,090.19	121,717.00	67,626.81	835,048.00	6.48%
Total Expense	153,692.06	206,988.00	301,616.13	385,870.00	84,253.87	2,527,455.00	11.93%
Net Ordinary Income	-27,055.73	-134,789.00	-108,624.39	-249,440.00	140,815.61	534,581.00	-20.32%
Other Income/Expense					0.00		
					0.00		
3. OTHER EXPENSES					0.00		
9610 CLATSOP BANK-PRINCIPAL	5,387.77	5,392.52	10,749.09	10,796.55	47.46	66,421.11	16.18%
9611 CLATSOP BANK-LOAN INT	1,185.73	1,180.98	2,397.91	2,350.45	(47.46)	12,460.89	19.24%
Total 3. OTHER EXPENSES	6,573.50	6,573.50	13,147.00	13,147.00	0.00	78,882.00	16.67%
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	0.00	0.00	0.00	334.00	0.00%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	0.00	0.00	0.00	38,000.00	0.00%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	0.00	8,778.00	0.00%
9700 CAPITAL EXPENSE	209.00	0.00	209.00	0.00	(209.00)	797,000.00	0.03%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	106,104.00	0.00%
9850 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	
Total Other Expense	6,782.50	6,573.50	13,356.00	13,147.00	(209.00)	1,029,098.00	1.30%
Net Other Income	-6,782.50	-6,573.50	-13,356.00	-13,147.00	(209.00)	-1,029,098.00	1.30%
Net Income	-33,838.23	-141,362.50	-121,980.39	-262,587.00	140,606.61	-494,517.00	24.67%

Sunset Empire Transportation
Profit & Loss Budget Performance RideCare
August 2016

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
YTD Actual % Budget Target: 16.67%					Better (Worse)		
Ordinary Income/Expense							
Income							
4300 INTEREST	863.36	500.00	1,690.69	1,000.00	690.69	6,000.00	28.18%
4500 RC PROVIDER SERVICE REIM	235,258.40	275,160.00	475,132.96	547,953.00	(72,820.04)	3,434,370.00	13.83%
Other Types of Income							
Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	
Total Other Types of Income	0.00	0.00	0.00	0.00	0.00	0.00	
Total Income	236,121.76	275,660.00	476,823.65	548,953.00	(72,129.35)	3,440,370.00	13.86%
Gross Profit	236,121.76	275,660.00	476,823.65	548,953.00	(72,129.35)	3,440,370.00	13.86%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	24,192.52	26,994.66	48,105.64	53,989.49	5,883.85	350,930.63	13.71%
6200 PAYROLL EXPENSES	3,727.91	3,477.29	5,842.18	6,954.58	1,112.40	45,204.75	12.92%
6300 EMPLOYEE BENEFITS	3,596.48	7,492.48	8,828.91	14,984.96	6,156.05	97,402.22	9.06%
Total 1. PERSONNEL SERVICES	31,516.91	37,964.43	62,776.73	75,929.03	13,152.30	493,537.60	12.72%
2. MATERIALS & SERVICES							
7000 RC PROVIDER PAYMENTS	232,573.68	222,854.00	348,982.16	443,798.00	94,815.84	2,781,506.00	12.55%
7030 BUS PASSES	1,655.00	1,500.00	2,215.00	3,000.00	785.00	18,000.00	12.31%
7050 DMAP/CCO Annual Adjustment	0.00	0.00	0.00	0.00	0.00	140,000.00	0.00%
8005 AUDIT	145.00	0.00	145.00	340.00	195.00	6,540.00	2.22%
8006 ADS (HR JOB POSTING)	290.64	300.00	290.64	300.00	9.36	2,000.00	14.53%
8010 BANK FEES	10.00	14.00	20.00	28.00	8.00	171.00	11.70%
8020 BLDING & GROUNDS MAINT	361.60	683.00	566.61	1,365.00	798.39	8,190.00	6.92%
8030 COMP-INFO-TECH SERVICES	229.16	634.00	229.16	1,268.00	1,038.84	7,609.00	3.01%
8035 CONF TRAINING & TRAVEL	-309.15	410.00	-309.15	700.00	1,009.15	6,788.00	-4.55%
8045 DRUG/ALCOHOL/BG CHECKS	0.00	100.00	181.50	200.00	18.50	1,200.00	15.13%
8050 DUES SUBSCRIPTIONS & FEES	4.22	0.00	4.22	0.00	(4.22)	2,170.00	0.19%
8055 DURABLE EQUIP/SMALL TOOLS	3,250.00	3,500.00	3,250.00	3,500.00	250.00	19,700.00	16.50%
8065 EDUCATION/OUTREACH	0.00	100.00	0.00	100.00	100.00	2,400.00	0.00%
8070 EMPLOYEE RECOGNITION	0.00	100.00	0.00	100.00	100.00	1,800.00	0.00%
8072 Election Fees	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00%
8080 INSURANCE	0.00	0.00	0.00	0.00	0.00	5,742.00	0.00%
8090 LEGAL ADS	0.00	0.00	0.00	0.00	0.00	500.00	0.00%
8095 LEGAL COUNSEL	0.00	0.00	0.00	0.00	0.00	200.00	0.00%
8100 MEETING EXPENSE	0.00	100.00	0.00	200.00	200.00	1,200.00	0.00%
8120 OFFICE SUPPLIES	533.09	537.00	557.59	874.00	316.41	4,050.00	13.77%
8130 PAYROLL PROCESSING FEES	29.05	40.00	58.45	80.00	21.55	520.00	11.24%
8135 PRINTING	0.00	250.00	0.00	500.00	500.00	3,000.00	0.00%
8139 PROFESSIONAL SERVICES	447.00	440.00	447.00	440.00	(7.00)	40,000.00	1.12%
8155 TELEPHONE/INTERNET SERVICE	2,984.62	3,265.00	8,142.20	6,530.00	(1,612.20)	39,184.00	20.78%
8165 UTILITIES	676.62	619.00	713.34	1,238.00	524.66	8,339.00	8.55%
Total 2. MATERIALS & SERVICES	242,880.53	235,446.00	365,493.72	464,561.00	99,067.28	3,101,809.00	11.78%
Total Expense	274,397.44	273,410.43	428,270.45	540,490.03	112,219.58	3,595,346.60	11.91%
Net Ordinary Income	-38,275.68	2,249.57	48,553.20	8,462.97	40,090.23	-154,976.60	-31.33%
Other Income/Expense							
Other Expense							
3. OTHER EXPENSES							
9611 CLATSOP BANK-LOAN INT	0.00	0.00	0.00	0.00	0.00	0.00	
Total 3. OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	0.00	0.00	0.00	106.00	0.00%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	0.00	2,772.00	0.00%
9655 DMAP REPAYMENT AGREEMENT	0.00	0.00	0.00	0.00	0.00	145,373.00	0.00%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
Total Other Expense	0.00	0.00	0.00	0.00	0.00	360,251.00	0.00%
Net Other Income	0.00	0.00	0.00	0.00	0.00	-360,251.00	0.00%
Net Income	-38,275.68	2,249.57	48,553.20	8,462.97	40,090.23	-515,227.60	-9.42%

Balance Sheet
As of August 31, 2016

ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1000 SETD GEN FUND BANK ACCTS		Accounts Payable	
1001 CCB-OPERATING (3943)		2000 ACCOUNTS PAYABLES	
1001.1 Cash GF Employee	1,720.00	2010 SETD GENERAL FUND A/P	9,609.43
1001 CCB-OPERATING (3943) - Other	61,987.59	2020 RIDE CARE FUND A/P	10,967.80
Total 1001 CCB-OPERATING (3943)	63,707.59	Total 2000 ACCOUNTS PAYABLES	20,577.23
1002 CCB-PAYROLL (3950)	3,712.96	Total Accounts Payable	20,577.23
1005 CCB-VEHICLE SALES ACCT	2,201.99	Other Current Liabilities	106,531.91
1015 HRA FISCAL AGENT	1,592.08	Total Current Liabilities	127,109.14
1020 LGIP (4992)	390,540.05	Long Term Liabilities	
1030 CAPITAL RESERVE FUND	75,310.56	2800 INTERCOMPANY DUE TO/FROM	
Total 1000 SETD GEN FUND BANK ACCTS	537,065.23	2810 DUE TO RIDE CARE	435,063.82
1040 TILLS	300.00	2815 DUE TO/(FROM) SETD G F	-435,063.82
1050 RIDE CARE FUND BANK ACCTS		Total 2800 INTERCOMPANY DUE TO/FROM	0.00
1051 CCB-RC OPERATING (3976)	121,075.10	Total Long Term Liabilities	0.00
1055 HRA FISCAL AGENT (RC)	507.92	Total Liabilities	127,109.14
1056 RC LGIP (3959)	1,108,812.13	Equity	
Total 1050 RIDE CARE FUND BANK ACCTS	1,230,395.15	3000 OPENING BALANCE EQUITY	651,014.34
Total Checking/Savings	1,767,760.38	3100 NWRC PRIOR PERIOD ADJUST	-136,476.00
Accounts Receivable		3900 RETAINED EARNINGS	1,508,303.53
1200 ACCOUNTS RECEIVABLES	245,529.30	Net Income	-73,427.19
1250 PROPERTY TAX RECEIVABLES	36,439.12	Total Equity	1,949,414.68
Total Accounts Receivable	281,968.42	TOTAL LIABILITIES & EQUITY	2,076,523.82
Other Current Assets			
1049 VALIC	3,546.83		
1400 PREPAID EXPENSES	19,062.34		
1500 UNDEPOSITED FUNDS	4,185.85		
Total Other Current Assets	26,795.02		
Total Current Assets	2,076,523.82		
TOTAL ASSETS	2,076,523.82		

**Sunset Empire Transportation
Accounts Receivable
As of August 31, 2016**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CC PAROL-PROBATION	3,150.00	0.00	0.00	0.00	0.00	3,150.00
CITY OF CANNON BEACH - A/R	7,557.00	0.00	0.00	0.00	0.00	7,557.00
CLATSOP COUNTY TREASURER	0.00	0.00	0.00	0.00	36,439.12	36,439.12
CLATSOP CRUISE HOSTS	420.00	0.00	0.00	0.00	0.00	420.00
COLUMBIA COUNTY TRANSPORTATION DIST	0.00	0.00	18,768.80	0.00	0.00	18,768.80
DHS - CHILD WELFARE-CLATSOP	567.00	0.00	0.00	0.00	0.00	567.00
DSHS-CHILDRENS ADMINISTRATION OFFICE	0.00	45.00	0.00	0.00	0.00	45.00
HULTQUIST, JUANITA 3	0.00	0.00	0.00	0.00	0.00	0.00
ISN	0.00	0.00	0.00	0.00	-330.00	-330.00
ODOT	0.00	0.00	0.00	212,179.00	0.00	212,179.00
OR DHS - ASTORIA - SSP/0401	0.00	0.00	0.00	0.00	0.00	0.00
OR TREASURY	0.00	0.00	-33,749.28	33,749.28	0.00	0.00
P-ALLSTATE INSURANCE AGENCY	142.50	142.50	0.00	0.00	0.00	285.00
P-ANDI WARREN INSURANCE AGENCY	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	0.00	95.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	0.00	95.00	95.00	0.00	0.00	190.00
P-H&R Block	95.00	0.00	0.00	0.00	-190.00	-95.00
P-HOMESPUN QUILTS	0.00	95.00	0.00	0.00	0.00	95.00
P-HOXIE, RONALD	0.00	47.50	0.00	0.00	0.00	47.50
P-STEINER, MICHELE	0.00	47.50	0.00	0.00	0.00	47.50
PACIFIC NW WORKS	0.00	0.00	45.00	5.00	45.00	95.00
RC-SETD PARA	0.00	-1,401.00	0.00	1,401.00	0.00	0.00
TPJCC	0.00	2,365.00	0.00	0.00	0.00	2,365.00
TOTAL	<u>11,979.00</u>	<u>1,531.50</u>	<u>-14,840.48</u>	<u>247,334.28</u>	<u>35,964.12</u>	<u>281,968.42</u>

**Sunset Empire Transportation
Accounts Payable
As of August 31, 2016**

General Fund	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ASTORIA, CITY OF	604.43	0.00	0.00	0.00	0.00	604.43
DMV-Astoria	209.00	0.00	0.00	0.00	0.00	209.00
JACKSON & SON OIL, INC.	4,470.95	0.00	0.00	0.00	0.00	4,470.95
MTR WESTERN BUS	1,190.09	0.00	0.00	0.00	0.00	1,190.09
NW NATURAL	15.72	0.00	0.00	0.00	0.00	15.72
OREGON TRANSIT ASSOCIATION	2,340.00	0.00	0.00	0.00	0.00	2,340.00
PACIFICSOURCE ADMINISTRATORS	0.00	-162.50	0.00	162.50	0.00	0.00
SDIS	0.00	-27,491.47	0.00	27,491.47	0.00	0.00
SNOW & SNOW ATTORNEYS AT LAW	0.00	0.00	0.00	0.00	0.00	0.00
VERIZON WIRELESS	779.24	0.00	0.00	0.00	0.00	779.24
TOTAL General Fund	9,609.43	-27,653.97	0.00	27,653.97	0.00	9,609.43
Ride Care						
RC-ELLIOTT'S TRANSPORT	3,031.50	0.00	0.00	0.00	0.00	3,031.50
RC-HOT SHOT TRANSPORTATION	5,218.79	0.00	0.00	0.00	0.00	5,218.79
RC-SETD-PASSES	1,260.00	0.00	0.00	0.00	0.00	1,260.00
RC-TRUCKE'S 1 STOP	1,457.51	0.00	0.00	0.00	0.00	1,457.51
Total Ride Care	10,967.80	0.00	0.00	0.00	0.00	10,967.80
Total AP	20,577.23	(27,653.97)	0.00	27,653.97	0.00	20,577.23

Sunset Empire Transportation
Checks Over \$5,000
8/31/2016

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Original Amount</u>
Bill Pmt -Check	3994	09/07/2016	RC-HOT SHOT TRANSPORTATION	-5,218.79
Bill Pmt -Check	3995	09/07/2016	RC-K & M MEDIVAN	-12,313.45
Bill Pmt -Check	3996	09/07/2016	RC-MEDIX AMBULANCE	-5,457.00
Bill Pmt -Check	4000	09/07/2016	RC-WAPATO SHORES, INC	-13,688.89
Bill Pmt -Check	4006	09/14/2016	RC-TILLAMOOK COUNTY TRANSPORTATION	-9,531.75
Bill Pmt -Check	4007	09/14/2016	RC-WAPATO SHORES, INC	-13,803.32
Check	CCB83116	08/31/2016	CLATSOP COMMUNITY BANK	6,573.50

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.a Long Range Comprehensive Transportation Plan

The edits to the plan have been made and so we now have the final product. Due to the size of the document, the redlined version will be sent to you separately.

We are recommending that the Board adopt the Long Range Comprehensive Transportation Plan.

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda 8.b Information Technology Services (IT)

At last month's Board meeting, we discussed IT and options for the District. The Board asked to see the RFQ so I have attached it and the two proposals that I narrowed down from the three received. The one I did not move forward only submitted a letter saying that they were interested. They didn't provide any information or submit a price. The two finalists are MindShift and MossyTech. I met face to face with each company and gave them a tour of our set up. Neither company submitted any questions.

I reviewed both proposals and had John and Al do it as well. John was also part of the interview team with Tami that interviewed the two candidates that submitted applications for the IT Specialist position should we choose to go that route. Neither interviewee made it to the second round of interviews which would've been done by me. After we reviewed the proposals submitted we all agreed that MindShift would be our recommendation. Their proposal is also the lower cost one as well.

As you know, John wears multiple hats by running the transit center, help Al with accounts payable, and doing IS work since Konnor left. We are both in agreement that if we reduce his workload by removing accounts payable, he will be able to handle any of the minor issues that may come up. Accounts payable processing will go back to Al for him to handle like we did when Diane was here.

Our recommendation is that the Board approve contracting with MindShift as our IT service provider. Al, John and I welcome any questions you may have.



SUNSET EMPIRE TRANSPORTATION DISTRICT
900 Marine Drive Astoria, Oregon 97103

Request for Quotation

Sunset Empire Transportation District Information Technology Services

This Service is Funded by Federal Transit Administration 5311 Funds

Sunset Empire Transportation District is issuing this Request for Quotation and will be executing the final contract with the selected organization.

Jeff Hazen
Executive Director

Due Date:
August 17, 2016 5:00 PM

Sunset Empire Transportation District
900 Marine Dr.
Astoria, OR 97103

Requirements

You are invited to review and respond to this Request for Quote for IT Services (RFQ_ITS), entitled Sunset Empire Transportation District Information Technology Services. In submitting your quote, you must comply with the instructions found herein. The services required are delineated in the Statement of Work. Please read the enclosed document carefully.

Quotes must be received no later than the date and time specified on the face of this RFQ-ITS and in Section I.D. Key Action Dates.

I. General Information

a. Purpose

Sunset Empire Transportation District (SETD) is exploring utilization of an outside service to provide information technology services District wide.

b. Availability

The selected contractor must be able to meet the requirements of this RFQ-ITS and be ready to begin work within ten (10) business days of the contract award date specified in Section I.D. Key Action Dates. If personnel offered by the selected contractor leave the contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFQ-ITS. All replacement personnel are subject to approval by the District.

c. Period of Performance

The term of the Agreement begins on the date as indicated on the Agreement and is for a term of one (1) year with the option for the District to extend the term for up to one year at the rates specified in Attachment 2 Cost Sheet that includes optional costs for optional extensions to the contract. The period of performance must be changed by a written Amendment to the Agreement, if the District exercises its option to extend services.

The contractor shall not be authorized to deliver or commence performance of services as described in this Statement of Work (SOW) until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

d. Key Action Dates

Listed below are the key action dates and times by which the actions must be taken or completed. If the District finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFQ-ITS.

Key Action Dates:	Date:
a. Release of RFQ-ITS	August 5, 2016
b. Submission of written questions	August 12, 2016
c. District responses to questions	August 15, 2016
d. Submission of Quotes	August 17, 2016 5:00 PM
e. Contract Award	August 26, 2016

All dates after the Submission of Quotes are approximate and may be changed if needed to allow the District additional time for evaluation and contract execution.

e. Written Questions

All questions regarding the content of this RFQ-ITS must be submitted in writing by fax, mail or electronically to jeff@ridethebus.org and must be received by the Key Action Date identified above. Questions not submitted in writing by the Key Action Date for submission of written questions shall be answered at the District's option.

When the District has completed its review of the questions, all of the questions and answers will be distributed in writing by fax or electronically mailed to all bidders.

f. RFQ-ITS Response Guidelines

This RFQ-ITS and the Contractor's quote in response to this document will be made a part of the contract. Responses to this RFQ-ITS must contain all data/information requested and must conform to the format described in this RFQ-ITS. It is the Contractor's responsibility to provide all required data and any other information deemed necessary for the District's evaluation team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's Statement of Work.

Facsimile machine bids will be considered only if they are sent to 503-325-1606. Quotes sent to any other fax number will not be considered. To be considered, all pages of the faxed quote that are to be received prior to the submission

deadline will be considered “the complete quote”. The District assumes no responsibility if a supplier cannot transmit their bid via fax by the established deadline.

g. RFQ-ITS Response Content

The following documents must be submitted in the RFQ-ITS response.

1. **Cover Letter – Attachment 1**
Submitter must complete and attach the cover letter included in this RFQ-ITS as Attachment 1
2. **Cost Sheet - Attachment 2**
Submitter must complete the cost sheet that identifies total cost per transaction as described in the Statement of Work using the format in Attachment 2 – Cost Sheet. This cost sheet includes an entry for Optional Contract Extension Cost. These costs would be in effect should the District exercise its option to extend the term for up to one year.
3. **Customer Experience References – Attachment 3**
The submitter must submit a minimum of two (2) references or may submit up to 5 references to validate experience providing IT services for organizations with similar scope.
4. **Confidentiality Statement – Attachment 4**
The Confidentiality Statement must be signed and dated by the submitter.
5. **Federal Certification – Attachment 5**
The Government-Wide Debarment and Suspension (Nonprocurement) Certification must be signed and dated by the submitter.

II. Evaluation Information

a. Evaluation Process

Each RFQ-ITS response will be checked for the presence of required information in conformance with the submission requirements, including the

statement of work for the project. The following three sub-sections will be reviewed by the District’s evaluation team.

b. Evaluation Criteria

The overall responsiveness of each RFQ-ITS response is based on the complete response from the submitter to the RFQ-ITS requirements, including the statement of work for the service. The following three sub-sections and criteria will be reviewed by the District’s evaluation team.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

Example:

	Requirement	Yes	No	N/A
a.	Cover Letter			
b.	Cost Sheet			
	Customer Experience			
c.	References			
d.	Confidentiality Statement			

2. References

References will be evaluated based on confirmation that contractor has the capabilities required to perform the services for the District.

3. Cost

The cost for this RFQ-ITS is weighted at 50% of the total points available. The contractor will be evaluated on the total extended cost for both the contracted term and including any optional extension years.

c. Scoring

1. Administrative (Pass/Fail)

The administrative evaluation criteria will be scored pass/fail)

2. References (50 points)

The reference evaluation criteria will be scored on a scale of 0 through 10, with 0 being “does not meet the requirement” and 10 “exceeds the requirement”.

3. Cost

Each submitter's cost score will be calculated based on the ration of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (50), as shown in the calculation below:

Lowest Total Cost Bid

X Total cost points available

Submitter Total Cost

Example: To help illustrate this process, refer to the table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Cost Evaluation and Scoring Methodology Example

Submitter	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 50$	38
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 50$	43
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 50$	50

4. Final Scoring Methodology

Submitter	Reference Score	Cost Score	Total Points Awarded
A.	42	38	80
B.	38	43	81
C.	46	50	96

In this case, the highest scored proposal from Submitter C would be the intended awardee.

III. Statement of Work

This Statement of Work (SOW) reflects the services to be provided by the Contractor for the District.

a. Overview

Over the last year and a half, SETD has invested heavily in and transitioned to a completely new computer infrastructure and communications network. Here is an overview of the configuration of the infrastructure.

1. Internet/Phone

The communication services for SETD are provided by CoastCom, a regional fiber-optic company. They provide fiber connectivity to Astoria and the Warrenton sites. The feed from Astoria comes to Warrenton where it is fed into the district's firewall. CoastCom also provides the district's phone service for the admin offices, the operations offices, and our non-emergent medical transportation brokerage (NEMT), RideCare. The phones use VLAN 100 across the District.

2. Network

The network infrastructure of the district is broken up between three building, two at the Warrenton site and one in Astoria. The fiber-optic link from Astoria to the Warrenton server room is fed directly into the District firewall. The Astoria Transit Center is on a separate firewalled subnet than the Warrenton location. This was done to create security layers and segmentation in the District network. All networks can communicate with the server subnet and vice versa via firewall routing tables that can be configured on the firewall. The district uses one NSA-2600 SonicWall Firewall. We currently use the SSL VPN feature on the SonicWall for remote access needs. The firewall is not bound to our AD Domain for means of security. The network also consists of two QNAP NAS systems. One is used for all of the District's file sharing needs and is bound to our AD Domain. The second QNAP NAS is currently idle, the intention was to set it as a mirror of the current NAS, but was never designated for that purpose. There are also two WD-MyCloud units located at the Astoria Transit Center and in the server cage at the Warrenton site. The cloud unit in the server cabinet mirrors the unit in Astoria for site redundancy. The WD-MyCloud units are

used for onsite backup and replication. This is purely for the larger items that would take far too long to backup off site. There is also a waterproof and disaster proof hard drive Pelican case located in the server room in the event the drives need to be transported off site during an emergency. We concurrently use MOZY PRO with HIPPA compliance to back up our Oregon Brokerage Software System (OBSS) and our QuickBooks financial software. All DHCP pools are managed by the SonicWall Firewall.

3. Servers

The District currently runs five servers. Two are older Dell Power Edge servers. Two are new Dell Power Edge servers that are connected to a DAS storage array via perc6 raid cards, one in each server. The other server is a Dell Power Edge tower server that is currently a few years old. The only purpose of this server is to run a Hyper-V VM called OBSS Pro, the production system for our brokerage software. The older dell Power Edge servers are used as a backup domain controller and as a second Hyper-V host that houses older VM's that are used by our I.S. staff for databases. The two new Dell servers run VMWARE ESXi and house the domain controllers for the District. These servers were installed and implemented to give the District room to grow as more servers/vm's are needed. The District uses Windows Server 2012 R2 for its server software. This is a volume license and can be used on an unlimited number of VM's.

4. Domain Information

The district uses the RIDETHEBUS.LOCAL domain. Also we use an external DNS service to use with both our secure domains, Securetransit.co and ridethebus.org. These services are provided through dnsmadeeasy.com. The domain iobss.ridethebus.or:8080/. iobss is the link to our brokerage software portal. VPN.securetransit.co:4433 is our link to our VPN.

5. Desktop Security

Currently, the District uses Trend Micro endpoint security. This service is due to expire in the coming months and while Trend Micro gets the job done, we will want recommendations on other software that may be superior to Trend Micro.

6. Wi-Fi

SETD currently uses two Ubiquity Network access points at the Astoria Transit Center control by a local laptop located in the switch room in that facility. The Warrenton site currently uses three Ubiquity Network access points controlled by the server CORVUS.

7. Email

SETD uses Office 365 as its email platform. We also use Azure rights management for the email encryption feature that we need specifically for the NEMT brokerage. Office 365 accounts are journaled to a parallel account at Gmail.

b. Contractor Tasks and Responsibilities

1. Initial review and assessment of our systems with recommendations on enhancements that may be needed (if any).
2. Troubleshooting with staff on system and hardware issues.
3. Emergency service to mitigate any downtime. (please indicate guaranteed response time)
4. Preventative maintenance.

c. Deliverables

1. Quarterly reports on system stability and performance.
2. Recommended preventative maintenance schedule.

d. Acceptance Criteria

Deliverable will be submitted via USPS or email. Addresses to be provided upon selection of contractor.

e. Rates

See Attachment 2

f. Contractor and Staff Qualifications

1. Provide Principal's qualifications along with any certifications.
2. Provide staff qualifications along with any certifications.

g. **Holiday Schedule**

The District has operations on all holidays except for New Year's Day, Thanksgiving, and Christmas.

h. **Payments**

Monthly invoices to be provided by contractor.

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only

be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner

in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and
(3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance

of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain

circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the

comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under

the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Attachment 1 – Cover Sheet

The submission of this quote does not obligate the District to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the District and the contractor. When funding is authorized, the contractor will be expected to adhere to the terms of the executed contract.

The undersigned submitter hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ-ITS.

1. Full Legal Name of Submitter's Organization:

2. Mailing Address:

Street	City	State	Zip
Telephone	Email	Fax	

3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the submitter:

_____	_____
Name	Title

_____	_____
Signature	Date

5. Submitter's contact person shall be: _____
(Name and Phone Number)

Attachment 2 – Cost Sheet

1. Fiscal Year 16/17 (July 1-June 30)

- a. Cost Per Hour _____
- b. Estimated # of Hours _____
- c. Total Cost _____

2. Optional Contract Extension Rates (should the District opt to extend the contract)

- a. Cost Per Hour _____
- b. Estimated # of Hours _____
- c. Total Cost _____

3. Grand Total Cost

Enter Cost from #1 above \$ _____
+
Enter Cost from #2 above \$ _____

Grand Total Cost for Evaluation \$ _____

4. Optional Service Contract Pricing FY 16/17 (July 1-June 30)

- a. Cost Per Month _____

5. Optional Contract Extension Rates (should the District opt to extend the contract)

- a. Cost per Month _____

6. Grand Total Cost

Enter Cost from #4 above \$ _____
+
Enter Cost from #5 above \$ _____

Grand Total Cost for Evaluation \$ _____

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:
Company/Organization:
Contact:
Address:
Telephone:
Email:
Start/End Date:
Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.

Attachment 4 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and employees will not disclose any documents, diagrams, information and information storage media made available to us by the District for the purpose of responding to RFQ-ITS or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the District will be returned promptly after use and that all copies or derivations of the materials will be physical and/or electronically destroyed. I will include with the returned material, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the District and third parties. I authorize the District to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the District that such third party has an agreement with the District similar in nature to this one.

Signature of representative

Date

Name of Representative

Name of company

Attachment 5 – Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1) Debarred,
 - 2) Suspended,
 - 3) Proposed for debarment,
 - 4) Declared ineligible,
 - 5) Voluntarily excluded, or
 - 6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against any of them for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2) Violation of any Federal or State antitrust statute, or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1) Equals or exceeds \$25,000,
 - 2) Is for audit services, or
 - 3) Requires the consent of a Federal official and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in its federally funded Project,
 - ii. Suspended from participation in its federally funded Project,
 - iii. Proposed for debarment from participation in its federally funded Project,
 - iv. Declared ineligible to participate in it federally funded Project,
 - v. Voluntarily excluded from participation in its federally funded Project, or
 - vi. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____



Information Technology

Services Proposal

Prepared for:



Prince Mlaudzi, Sales Director, 503-757-7310, Prince.Mlaudzi@mindshift.com



Managed IT Service Proposal

mindSHIFT is a nationally recognized provider of managed IT and cloud services. We help thousands of small and mid-sized businesses manage their computer networks, from day-to-day operations through long-term strategy, either by becoming their outsourced IT department or by augmenting their existing IT staff. We're also versatile in that we can come in and adopt the technology they have in place today or we can help migrate what they have to the cloud. We do all of this for a cost-effective, fixed monthly fee.

Our Approach

The mindSHIFT approach is built around 3 proactive key phases: Infrastructure, support, and strategy. Our approach is designed to provide pro-active support services that anticipate and prevent IT problems before they occur. The Service is built upon the successful installation and configuration of technologies supported by mindSHIFT's core support teams: Account Management, Customer Care, NOC, Service Delivery, and Technology Steering Teams.



Infrastructure – Proactive Management

The Service is designed to provide a pro-active support service that tries to anticipate and prevent IT problems before they occur. mindSHIFT will provide a Customer Care Team, Service Delivery Team, and Network Operations Center (NOC) Team to provide the following services (and more):

- 24X7 Monitoring
- Intelligent Patch Management
- Software Updates
- Asset Inventory & management
- Anti-Virus/Anti-Spam
- Off-site Back-up
- Network uptime
- Desktop Optimization



Support – Best Effort Proactive and Reactive

Our 24/7 network monitoring service will allow us to watch key network components to detect and report problems before they escalate into downtime, data loss, or expensive repair issues. Some of the items we will monitor include:

- 7am – 7pm End-user Helpdesk Support
- Workstation Maintenance and Support
- Network Management
- 24/7 Monitoring Services
- Peripheral Basic Support (i.e. I Phone)
- Best Effort Reactive Support



Strategy – Technology Steering

Every three months we will perform an analysis of your network's trends, security, and performance, as well as to review your company's goals and technology issues. This review will allow us to make recommendations to improve your network performance, office productivity, and help you plan and budget for future IT needs.

Project Services

mindSHIFT Technologies can provide planning, design and implementation services for project work on existing equipment or migration of existing equipment. These services are offered as separately from the services in this offering.

- Technology Summary & Roadmap
- Budget Planning
- Dedicated Account Manager
- Technology Steering



mindSHIFT - Delivering IT Peace of Mind



On-Boarding Process – Implementation and Stabilization

Following a signed Agreement, mindSHIFT will start the On-Boarding process of assigning your account to a dedicated team, made up of: Account Manager (AM), Project Manager (PM), Customer Care (CC) and schedule the Kick-Off of Service. A transition period may be required during the cancellation period with current provider. The standard process for On-Boarding is listed below, and will be delivered in the first month of service

- **Document:** Client Profile Sheet, rapidFire Report, Network Documentation
- **Welcome to MS:** Welcome to MS – Introduction & Orientation Scheduling, Client Portal Set up
- **Deployment:** Kaseya Configuration, Trend Configuration, MX Logic Configuration/Deployment
- **Back-up Review:** Backup Selection Review Backup Monitoring Start Date
- **Server/WS :** Updated Workstation & Server Counts
- **Go-Live:** Project Manager will set up internal meeting to follow up on assignments, Hand Off CC



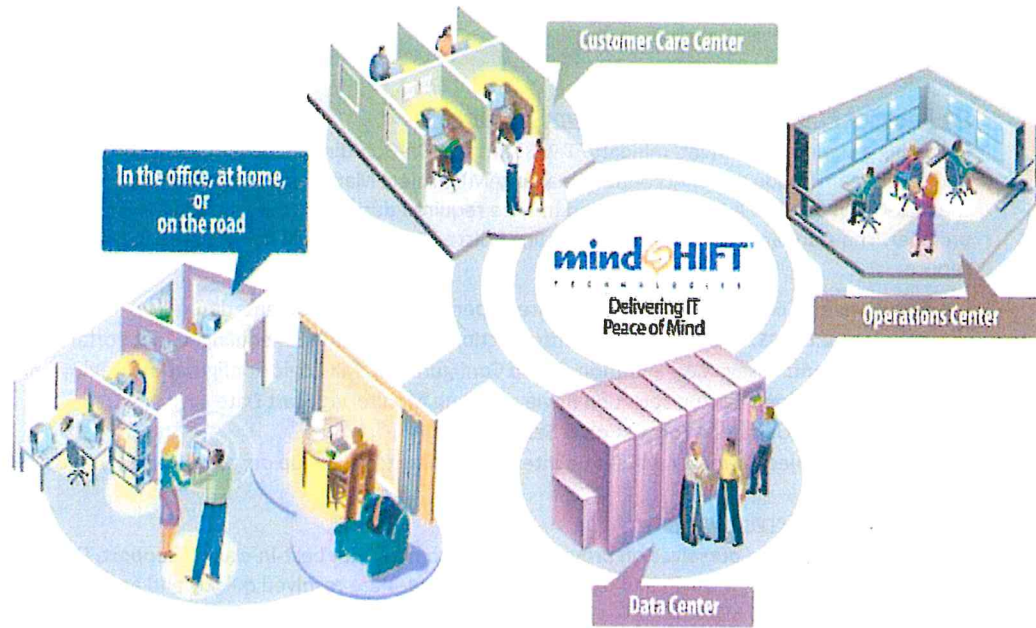
Customer Care & Service Delivery:

At mindSHIFT, we pride ourselves on providing our customers with best-in-class IT support. Our goal is to make sure your systems are always up and running and your issues are resolved quickly and accurately. Our Customer Care team of highly qualified IT support specialists is located in call centers in North America and is at your service 24/7/365. With our help, you can have the best of both worlds: the resources and expertise of one of the largest IT outsourcing and cloud services providers combined with the personal assistance our technical support team provides.

What "Delivering IT Peace of Mind" Means to You:

- ✓ Knowing that your services are delivered from secure enterprise-class data centers with 24/7/365 network monitoring and management.
- ✓ Knowing that we will proactively work to keep your systems healthy and respond quickly in the event a problem arises.
- ✓ Knowing that we will be there for you when you need us.
- ✓ Knowing that you have a trusted IT partner for the long haul, enabling you to focus on managing and growing your business.





mindSHIFT Technologies Total IT Management

Included Services:	What's Included?
Network Management - 24/7 Monitoring	☑
Security Management - Anti-Virus Software and Anti-Malware Software with updates	☑
Server Management – 24/7 Staffed NOC	☑
Technology Strategy Guidance & Management IT Roadmap/Budget Planning/Solution Design	☑
Desktop Management & Optimization	☑
End User Support – Unlimited Help Desk	☑
Dedicated Account Management Quarterly Reviews/Warranty & License Management	☑
Asset Management & Knowledge Base Tracking	☑
Vendor Management & 3 rd Party Application Patching	☑



Gold Unlimited

Unlimited Onsite Support and Helpdesk for Workstations and Server

25 Computers, 7 Servers (Assuming we have the accurate number of servers)

Monthly Pricing Summary Estimate			
Total IT Management	Quant	Per Unit	Total Monthly
Server Monitoring and Management			
Advanced Server OS (Physical or Virtual) Management 24x7 Staffed NOC for Monitoring & Management Resolution as described in Service Summary Patch Management Trend Micro Antivirus Software (<i>licensing & management</i>)	7	\$150	\$1,050
Unlimited Onsite Dispatch for Server Troubleshooting	7	\$45	\$315
Virtual Host support (Vmware or Hyper-V) - per host Monitoring of the real-time health of management console for virtual servers. Any Windows Virtual Server deployed on the Hyper V host will be considered a Server or Workstation instance for the purposes of support by mindSHIFT.	2	\$150	\$300
Network Monitoring and Management			
ISP Router Management Fee (* ISP Router fee is not required when Advanced Monitoring and Management is present) - Up/down monitoring of customer ISP gateway router. Phone support with ISP for Internet connection issues	1	\$100	\$100
Network Management Services - Per Location • 24x7 Advanced Device Monitoring and Management of Routers, Firewall, Access Points and Switches • Escalation and issue resolution management for telecommunications • Policy Changes • Storage of two (2) most recent configurations Up to 5 devices per location	1	\$275	\$275
Desktop & End User Management			



Workstation Management - MAC / PC Unlimited contact to Help Desk 7-7 Local Time M-F (off hrs available - see below) Remote Help Desk - unlimited incidents & remote resolution System Administration - Adds, Changes, Moves, Deletes, Policies Anti Spam Management (licensing & management) Anti Virus & Spyware / Malware Management (licensing & management) Patch Management Remote Management Tools & mindSHIFT Portal	25	\$40	\$1,000
Unlimited Onsite Dispatch during Business Hours - (*equals desktop management quant when on-site is requested) entire organization	25	\$20	\$500
Optional Items (Note - Hide the lines below that are not relevant to the deal)			
Office 365 Administration and Support	25	\$2	\$50

Monthly Service Cost Estimate	\$3,590
Installation and Configuration	\$5,385

Customer:

Name: _____

Signature: _____

Title: _____

Date: _____



Deployment of Services

Timeline and Customer Responsibilities

Once you have a signed agreement with mindSHIFT, we will assign to you a project manager to:

- Coordinate the deployment of the mindSHIFT toolset.
- Schedule the deployment of additional services, such as Hosted Exchange.
- Reserve a dedicated Onsite Technician, if applicable, to deliver your scheduled onsite support.
- Schedule a kickoff meeting. Your support from mindSHIFT begins at this kickoff meeting. mindSHIFT will work to have this kickoff meeting as soon as reasonably possible after your contract is signed. Our goal is for the kickoff meeting to occur within 2-4 weeks of contract signature.

Your company's role in the kickoff process is to provide administrative access to your server and network resources and physical access to the site building(s). Starting at the kickoff, mindSHIFT will systematically assess your IT systems and environment and make recommendations for immediate upgrades or fixes as needed. These recommendations will be made in consultation with you based on your budget and IT goals. When the needs are critical to the ongoing security and function of your IT network you will be made aware that immediate changes are necessary. It is important to work in conjunction with mindSHIFT to resolve these critical issues as soon possible, if not corrected, mindSHIFT may not be able to adequately support your IT infrastructure.

Examples of recommendations include:

- Implementation of additional security, such as a firewall
- Upgrades of Windows operating systems
- Replacement of server, workstation or network hardware
- Identify and correct network architecture design flaws

Technology Guidance

As part of Total IT Management, mindSHIFT will deliver technology guidance and consulting services to each customer. Services provided include:

- Strategic and budget planning
 - Technology roadmap
 - Solution design, project planning and pricing
- Annual technology assessment and review

Server and Network Management

Server Management

mindSHIFT's Network Operations Center (NOC) proactively monitors the real time health of mindSHIFT-managed servers 24x7. The mindSHIFT NOC utilizes several comprehensive tools to provide monitoring, diagnosis, and management. Customer have the ability to receive alerts about critical servers and systems 24x7 in one or both of the following ways: 1) via email sent to an email inbox designated by Customer, or 2) via text message sent to a compatible mobile phone. As alerts are received mindSHIFT will work remotely to respond and resolve issue remotely 24x7. If an onsite dispatch is necessary Gold Customer will be billed at current T&M rates. Onsite resolution is included for Gold Unlimited customers.

mindSHIFT Responsibilities Will Include:

- Monitoring disk space utilization on servers.
- Monitoring CPU utilization on servers.
- Monitoring hardware availability.



- Monitoring access to and availability of individual servers and Customer's network as a whole over the Internet.
- Troubleshooting and working to resolve problems identified through monitoring.
- Providing server hardware break/fix support on warranted servers through the hardware vendor.
- Responding to reported server or network outages, contacting the customer point of contact in accordance with predefined notification policies (e.g. based on level of severity or time of day).
- Reactively working to troubleshoot and resolve router and firewall faults. Such work is highly likely to require Onsite Support.
- Dispatching a mindSHIFT engineer or subcontractor to the client site as Unscheduled Onsite Support if unable to resolve the problem remotely.

Active Directory Support

Active Directory (AD) is an essential component of the Microsoft operating system architecture. mindSHIFT will monitor the availability of the customer's Active Directory environment and will attempt to resolve tickets raised by the customer that are related to Active Directory. Issues with any customizations of Active Directory, such as scripts, software distribution, group policies, etc., may require professional services to address.

Network Management

mindSHIFT's Network Operations Center (NOC) proactively monitors the real time up/down status of mindSHIFT-managed network devices 24 hours a day and 7 days a week. The mindSHIFT NOC utilizes several comprehensive tools to provide monitoring, diagnosis, and management. Customer has the ability to receive alerts about critical network devices 24x7 in one or both of the following ways: 1) via email sent to an email inbox designated by Customer, or 2) via text message sent to a compatible mobile phone. mindSHIFT will work remotely to respond and resolve issues 24x7. If an onsite dispatch is necessary Gold Customer will be billed at current T&M rates. Onsite resolution is included for Gold Unlimited customers.

mindSHIFT Responsibilities Will Include:

- Responding to reported network outages, contacting the customer point of contact in accordance with predefined notification policies (i.e. based on level of severity).
- Reactively working to troubleshoot and resolve router and firewall faults when requested to do so by customer. Such work is highly likely to require Onsite Support.

Workstation Management

Windows OS Workstation Management

mindSHIFT will actively manage the Microsoft Operating System on customer workstations. Management includes managing the workstation operating system (OS) on an ongoing basis, as well as responding to suspected errors reported by end users or local administrators.

mindSHIFT Responsibilities Will Include:

- Monitoring Microsoft updates for the operating systems and core applications on a continuous basis, including patches, fixes, and service packs.
 - Core application includes Microsoft Office Suite, Microsoft Exchange, and Adobe Reader.
- Assessing the relative merits and risks of implementation of Microsoft updates in general. We will not assess them for each customer-specific environment by default.
- Loading critical updates across your network infrastructure.
- When appropriate, bundling non-critical updates into a single load, involving less disruption to your business.
- Installing and managing Anti-Virus software including virus pattern and engine updates.

Furnishing optional Email continuity services via the Message Center where end-users can send and receive email in the case of a mail server outage.



Management of Security

Virus Defense

Anti-virus protection is provided to help protect customer's network from viruses, worms, and other malicious code threats that arrive through multiple entry points such as email, web downloads, and file sharing.

mindSHIFT Responsibilities Will Include:

- Installing anti-virus software at the workstation, server, and boundary level.
- The anti-virus software will scan all files (including e-mail attachments) for harmful viruses and attempt to clean malware it finds.
- Attempting to remove and block infected files.
- Updating software, pattern and engine files on workstation and servers to ensure they are current.
- Performing a quarantine of infected files when detected.
- Locking down client security configurations so end users cannot alter or disable their antivirus software.

Spam Protection

mindSHIFT's anti-spam service provides an enhanced email protection package that provides each user with a message center where spam and viruses are filtered and quarantined. If the customer provides their own Exchange server, mindSHIFT will include management of one Anti-Spam account per workstation managed by mindSHIFT. Any mailboxes and Anti-Spam accounts over the number of workstations under management will be charged at the standard Anti-Spam unit fee.

mindSHIFT Responsibilities Will Include:

- Setting up Anti-Spam service for designated users.
- Providing any required updates from Anti-Spam service.
- Processing legitimate email messages to the user email inbox, and route designated spam email and virus-infected email to a Message Center which users can access directly.
- Providing end-user notifications of spam and access to the Message Center for modify spam settings.

Customer Care Center Support

Business Hours Customer Support

Customer Support is provided by mindSHIFT's Customer Care Center during normal business hours, defined as 7 AM to 7 PM local time, Monday through Friday, excluding holidays. Customer Care Representatives strive to provide one-call resolution through a single point of contact.

mindSHIFT will provide support for Core software (Microsoft Office Suite, Microsoft Exchange, and Adobe Reader) for both fault isolation and correction ("not working"), and user education ("how do I") support.

Third Party Applications are Windows or Mac compliant applications utilized by Customer which are not fully supported by mindSHIFT but which fulfill customer business requirements. Customer or Customer's Application vendor is responsible for support of Third Party Applications. mindSHIFT will work with 3rd party application vendors as needed to resolve application related issues.



As a proactive business partner, mindSHIFT resolves problems, tracks status, and manages and reports incidents and requests. Customer Care may be accessed via a toll free number, e-mail, chat and a web-based support portal.

Remote Control

Each mindSHIFT-managed workstation includes a remote control feature which enables our Customer Care representatives to see Microsoft or Mac application errors first-hand as if we were onsite. We can connect to an end user's computer and work in real-time to address and correct the issue. Remote control sessions may only be initiated following permission from the user.

mindSHIFT Responsibilities Will Include:

- Logging all user tickets created through calls, emails, and the support portal into the trouble ticket system for tracking through resolution.
- Utilizing remote access tools to take control, diagnose, and fix user problems when appropriate.
- Creating, modifying, and deleting user accounts.
- Setting and resetting user account passwords.

After Hours Customer Support

Any after-hours support requested by users will be performed by mindSHIFT on a time and materials basis. In addition, mindSHIFT will not always be able to resolve Customer issues (especially if hardware-related) after 7pm local time due to vendor availability issues or other constraints outside of mindSHIFT's control. Charges for after-hours workstation support and out-of-scope service requests are billed in 30-minute increments at current mindSHIFT rates, unless the point of contact has indicated that no after-hours support is to be provided to a user. For an additional per user monthly fee, mindSHIFT will provide 24x7 remote support of end-user workstations.



Onsite Support

Unscheduled Onsite Support

mindSHIFT offers the ability to have a support technician dispatched to a customer site at unscheduled times. mindSHIFT will attempt to resolve all cases remotely. However, after reasonable effort and analysis in this effort, mindSHIFT at its sole discretion, will propose a dispatch for resolution. During business hours Gold Unlimited customers receive onsite dispatches at no charge; Gold customers would be billed current time and material rates. During non-business hours all Gold and Gold Unlimited customers are billed time and material for onsite desktop services. No billable unscheduled dispatch will take place without the prior express consent of the customer.

Hardware Break/Fix Support

mindSHIFT is committed to ensuring highly available network resources for our customers. As part of our Total IT Management offering, we provide support for hardware failures. Such support often requires Onsite Support.

mindSHIFT will administer the manufacturer's warranty on the customer's behalf. We will require your authorization to act on your behalf and for you to provide us with additional information concerning the nature of the warranty coverage provided on existing equipment. Whether your equipment is warranted or not, a mindSHIFT technician will make an assessment of the nature of the failure and the approximate cost to affect a repair. For unwarranted equipment, mindSHIFT will triage the failure and take standard steps to resolve, however mindSHIFT does not repair or replace individual machine components. If the equipment is not warranted, and the mindSHIFT triage process determines that the repair requires significant time or parts replacement, mindSHIFT will recommend a full replacement with a new, fully warranted piece of equipment. In many cases this assessment depends largely on the age of the equipment.

Line of Business Application Support

If a specific problem exists with a Line of Business Application, a mindSHIFT Customer Care representative will attempt to troubleshoot the problem to verify it is not a network or server OS issue. If the software vendor needs to be contacted, mindSHIFT will do so, on the Customer's behalf, and monitor the resolution. In addition to troubleshooting support, mindSHIFT will load upgrades to Line of Business Applications at the Customer's request if the Customer provides the media and the upgrade is MSI (Microsoft installation) compliant. Additional fees may apply.

In order to qualify as a Line of Business Application, mindSHIFT requires the following:

- Appropriate (number and type) software licenses in place with load software, registration keys, and warranties available.
- Maintenance agreement in place with support vendor.
- Viable vendor point-of-contact and access mechanism in place.

Customer pays vendor fees if maintenance is "per incident."

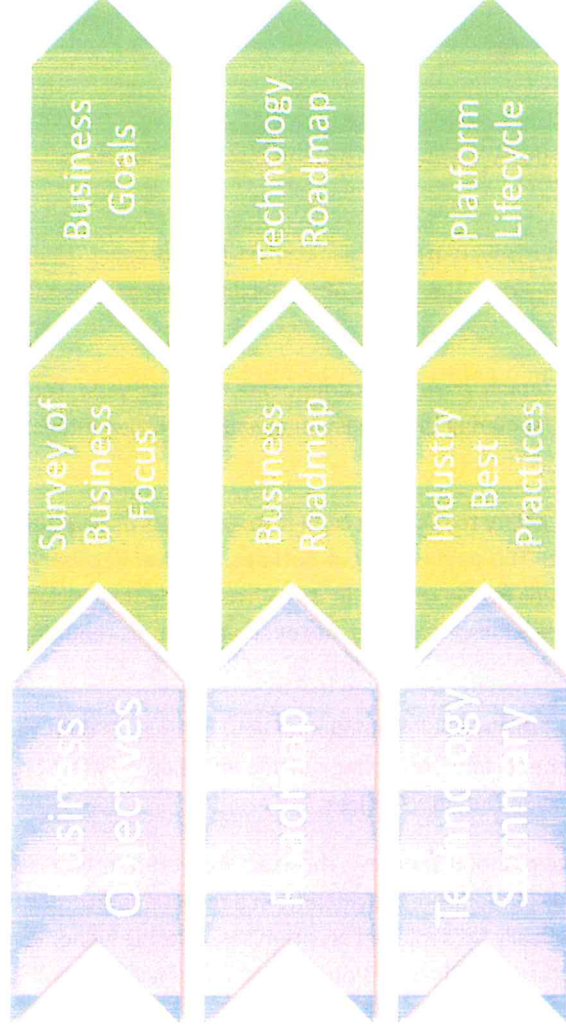




ABC

Strategy Session




OVERVIEW



The goal of a vCIO Strategy Session is to work toward a technology infrastructure that aligns with and facilitates your business objectives. A survey of the company focus and goals helps create a framework to begin developing a technology strategy. The Roadmap reviews past objectives and provides a place to plan both company and technology goals. The Technology Summary provides more detail about the specific platforms in place in the company as it exists currently and highlights any risks or liabilities that exist as a result.

TECHNOLOGY CATEGORIES AND RATINGS

We review your business in several categories for alignment with best practices or for specific concerns that pose a risk to the business. The rating system is divided into three levels.

Supported / Aligned with Best Practices	
Requires planning / Questionable Status	
Requires immediate attention / At Risk	

We examine five categories that impact the way your infrastructure provides service to your business, each of which has several components.

Availability: A measurement of ability to recovery from or avoid short-term outages. Many parts of your infrastructure have options for redundancy that can provide higher levels of availability. This applies to your Servers, Network and Power.

Scalability: A measurement of ability to rapidly grow to accommodate new business. Technologies can contribute to easier growth or can be a limiting factor, requiring time-consuming and expensive outages to grow. This applies to your Storage, Network and Endpoints.


















Business Continuity: A measurement of ability to recovery from major outages or disasters, both the time to recovery as well as the extent of what is recoverable. This applies to your Backups, Disaster Recovery and Internet Redundancy. Backups typically address day-to-day needs for file restorations, such as accidentally deleted emails or documents. Disaster Recovery solutions address more widespread incidents or server failures requiring a partial or full rebuild of a single server or an entire environment.

Information Security: A measurement of the level of protection of your company's data and systems. This can include meeting regulatory compliance requirements and preventing outside intrusion or infection. This applies to Servers, Endpoints, Mobile Devices, Applications and Network Devices.

Cloud Services: A measurement of usage of Cloud Services. These are delivered services that can be used in support of or in place of on-premises assets. Cloud solutions are provided from a remote datacenter that has redundancy and infrastructure far beyond what can practically be deployed on-premises, offering higher levels of service and less maintenance than traditional infrastructure. This includes Applications, Messaging & Collaboration and Infrastructure.

TECHNOLOGY SUMMARY

A detailed list of the major components of your infrastructure highlighting any concerns and recommendations.

	<i>Category</i>		<i>Status</i>	<i>Comments / Best Practice</i>
AVAILABILITY	Servers		Server hardware has active Warranty	Meets mindSHIFT standards
	Network		SonicWall Firewall has active support.	Meets mindSHIFT standards.
	Applications		No Issues Found	Maintain active support contract
	Power		No Issues Found	Meets mindSHIFT standards
SCALABILITY	Storage		NA	NA
	Network		Need to determine Wireless performance. Netgear Switch does not provide management capabilities.	Replace Switch with supported enterprise-class hardware.
	User Devices		Some workstations 5+ years old. May limit performance and increase failure rate.	Recommend refreshing Desktops every 5 Years
BUSINESS CONTINUITY	Backups		Current BAAS Service does not offer best Disaster Recovery Practices.	Consider BDR for best onsite/offsite protection.
	Disaster Recovery		Current BAAS Service does not offer best Disaster Recovery Practices.	Consider BDR for best onsite/offsite protection.
	Internet Redundancy		No Internet Redundancy in Place	Discuss Business Impact of Internet Outage
INFORMATION SECURITY	Servers		Servers are on Supported Operating System.	Meets mindSHIFT standards
	Endpoints		Workstation are on Supported Operating System.	Meets mindSHIFT standards
	Mobile Devices		Need to understand Mobility usage	Need to Discuss Mobility Needs
	Network Devices		No Issues Found	Meets mindSHIFT standards
CLOUD SERVICES	Applications		Need to Determine which applications can utilize Cloud Services	Discuss Benefits of Cloud Services
	Messaging & Collaboration		On-Premise Exchange 2010	Discuss Benefits of Office 365
	Infrastructure		No Cloud Infrastructure in Place.	Discuss Benefits of Cloud Infrastructure

Hardware Inventory

Type	Brand	Model	RAM	Serial	Age	Expiration	Name	OS	Check in	OSInfo
Switch	Netgear	GS748T		confidential			Netgear			
Firewall	Dell	Sonicwall 250		confidential		7/25/2016	Sonicwall			
Server	Supermicro	X9SCL/X9SCM	4074	confidential			XYZ-BAAS	2008	7/31/2015	Standard
Server	Microsoft	HyperV	4096	HyperV			XYZDC	2008	7/31/2015	Standard
Server	Microsoft	HyperV	14558	HyperV			XYZEXCH	2008	7/31/2015	Standard
Server	Dell	PET710	32755	confidential	3.88	9/12/2014	XYZSR	2008	7/31/2015	Standard
Workstation	Dell	Dell 3010	8162	confidential	2.42	5/30/2016	XYZBilling	7	7/31/2015	Pro
Workstation	HP	HP 6305	7630	confidential	2.36	4/15/2016	XYZauth1-W7	7	7/31/2015	Pro
Workstation	HP	HP 6305	7630	confidential	2.36	4/15/2016	XYZauth2-W7	7	7/31/2015	Pro
Workstation	Dell	Dell 3010	8162	confidential	2.37	6/18/2016	XYZauth3-W7	7	7/31/2015	Pro
Workstation	Dell	Dell 3010	8162	confidential	2.37	6/18/2016	XYZbilling2-W7	7	7/31/2015	Pro
Workstation	HP	HP 6000	3991	confidential	4.15	6/8/2014	XYZnurse2	7	7/31/2015	Pro
Workstation	TOSHIBA		12208	confidential	0.70	11/16/2015	XYZ-Tosh	8.1	7/31/2015	Pro
Workstation	TOSHIBA	Toshiba L755	4044	confidential	3.95	8/17/2012	XYZToshiba	7	7/31/2015	Pro
Workstation	Acer	Acer X4620G	3970	confidential	2.23	8/14/2016	XYZistant	7	7/31/2015	Pro
Workstation	HP	HP Notebook	3996	confidential	2.95	9/23/2013	XYZan-hp	7	7/29/2015	Pro
Workstation	Parallels	Virtual	2816	Virtual			XYZOLINEB	7	7/31/2015	Pro
Workstation	HP	HP 3500	3984	confidential	2.79	11/7/2013	DrXYZ-dsktop	7	7/31/2015	Pro
Workstation	HP	HP Notebook	3996	confidential	3.09	8/2/2013	DrXYZ-laptop	7	7/29/2015	Pro
Workstation	HP	HP 6305	7630	confidential	2.36	4/15/2016	DrXYZ-W7	7	7/31/2015	Pro
Workstation	TOSHIBA	Toshiba C855	6037	confidential		6/13/2013	XYZ1	7	7/31/2015	Pro
Workstation	Dell	Dell 3010	8162	confidential	2.42	5/30/2016	XYZdesk	7	7/31/2015	Pro
Workstation	Acer	Acer X4620G	3970	confidential	2.23	8/14/2016	XYZRm	7	7/31/2015	Pro
Workstation	Acer	Acer X4618G	4016	confidential	3.06	1/16/2016	XYZ-PC	7	7/31/2015	Pro
Workstation	Acer	Acer X4618G	4016	confidential	3.06	1/16/2016	XYZ-PC	7	7/31/2015	Pro
Workstation	Gateway		3932	confidential	3.11	7/8/2013	XYZ-1-pc	7	7/30/2015	Pro
Workstation	Gateway		3932	confidential	3.11	7/8/2013	XYZ-2-pc	7	7/30/2015	Pro
Workstation	Dell	Dell 3010	8162	confidential	2.42	5/30/2016	NurseXYZ-205	7	7/31/2015	Pro
Workstation	Acer	Acer X4620G	3970	confidential	2.23	8/14/2016	Nurse-XYZ-W7	7	7/31/2015	Pro
Workstation	Dell Inc.	Dell 3010	8162	confidential	2.37	6/18/2016	NurseXYZ-W7	7	7/30/2015	Pro
Workstation	HP	HP 3500	3984	confidential	2.79	11/7/2013	XYZ-HP	7	7/31/2015	Pro
Workstation	Acer	Acer X4620G	3970	confidential	2.23	10/9/2016	PharmacyXYZ-W7	7	7/31/2015	Pro
Workstation	HP	HP 6305	7630	confidential	2.36	4/15/2016	XYZBOTOMY	7	7/31/2015	Pro
Workstation	Dell	Dell 3010	8162	confidential	2.42	5/30/2016	PhoneXYZRecep-1	7	7/31/2015	Pro
Workstation	Acer	Acer X4620G	3970	confidential	2.23	8/14/2016	schedbaron-W7	7	7/31/2015	Pro
Workstation	HP	HP 8200	3984	confidential	3.34	4/21/2015	XYZedulerBehler	7	7/31/2015	Pro
Workstation	LENOVO	1578B2U	3944	confidential	3.87	11/2/2012	XYZEDULERGRANT	7	7/31/2015	Pro
Workstation	HP	HP 6305	7630	confidential	2.36	4/15/2016	XYZeduletuan-W7	7	7/31/2015	Pro
Workstation	ASUS	K55A	3982	confidential			XYZp-PC	7	7/30/2015	Pro
Workstation	Gateway		3932	confidential	3.11	7/8/2013	XYZatment1-pc	7	7/30/2015	Pro
Workstation	Gateway		3932	confidential	3.11	7/8/2013	XYZatment2-pc	7	7/30/2015	Pro

Disk Utilization

Computer	Drive	Total Size	Used Space	Free Space	% Free
xyz.main.pha.dul	C	100	95	5	4.82%
	D	1,843	5	1,838	99.71%
xyz.main.pha.dul	C	100	56	44	44.44%
xyz.main.pha.dul	C	462	170	292	63.22%
	D	1,800	525	1,275	70.81%
	E	993	8	985	99.16%

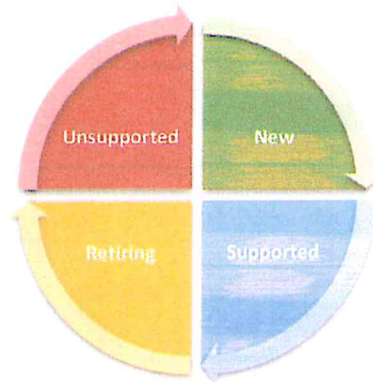
Office Versions

Computer	OS	Office Version	Last User
119Billing	Windows 7	Office 2013	droensch
205auth1-W7	Windows 7	Office 2013	lrand
205auth2-W7	Windows 7	Office 2013	ctroz
205auth3-W7	Windows 7	Office 2013	Lhunter
205billing2-W7	Windows 7	Office 2013	SDods
205nurse2	Windows 7	Office Pro 2010	zamora
220-Tosh-Laptop	Windows 8.1	Office 365	ccruz
AidaToshiba	Windows 7	Office Ent 2007	amoss
Assistant-Scheduler	Windows 7	Office 2013	Adavia
btuan-hp	Windows 7	Office Pro 2010	btuan
DrGrant-dsktop	Windows 7	Office Pro 2010	Dr Grant
DrGrant-laptop	Windows 7	Office Pro 2010	Dr Grant
DrTuan-W7	Windows 7	Office 2013	btuan
EMR1	Windows 7	Office 2010	mtang
Frontdesk	Windows 7	Office 2013	nleiva
InjectionRm	Windows 7	Office 2013	ajones
Karla-PC	Windows 7	Office 2013	scastillo
LizKil-PC	Windows 7	Office Pro 2010	lkil
NS-1-pc	Windows 7	Office 2010	nursestation1
NS-2-pc	Windows 7	Office 2010	nursestation2
Nurse1-205	Windows 7	Office 2013	Jhauser
Nurse-220-W7	Windows 7	Office 2013	nurses
Nurse225-W7	Windows 7	Office 2013	jparrott
Olga-HP	Windows 7	Office Pro 2010	okalinina
Pharmacy-W7	Windows 7	Office 2013	pharm
PHLEBOTOMY	Windows 7	Office 2013	jbuehrle
PhoneRecep-1	Windows 7	Office 2013	kfong
shedbaron-W7	Windows 7	Office 2013	nguyen
SchedulerBehler	Windows 7	Office Pro 2010	mnavarro
SCHEDULERGRANT	Windows 7	Office 2010	druiz
Scheduletuan-W7	Windows 7	Office 2013	clopez
temp-PC	Windows 7	Office 2010	ZAMORA
Treatment2-pc	Windows 7	Office 2010	Treatmentroom1

Server Roles

Name	Type	Model	OS	Description
PHO-BAAS	Standard Server	X9SCL/X9SCM	2008	Ricoh BaaS unit, Managed by mindSHIFT
PHODC	Virtual	Virtual Machine	2008	Domain Controller, Print Server, File Server
PHOEXCH	Virtual	Virtual Machine	2008	MS Exchange 2010
PHOSR	Standard Server	PowerEdge T710	2008	Hyper V Host Server

PLATFORM LIFECYCLE



The platform lifecycle contributes to budgetary and refresh planning of IT infrastructure. There are three phases in the typical lifecycle of a platform: New, Supported, Retiring, and Unsupported. A platform is new when it is first purchased and typically comes with a factory warranty of 1-3 years. At the end of its initial warranty period it can typically be renewed for one or more years during the Supported phase. A product is retiring when the vendor has declared an end of support date or a time when warranty renewal is no longer available. After a number of years it is recommended for replacement and becomes unsupported. Hardware and Software manufacturers also retire product lines which is another possible reason for a platform to reach unsupported status. mindSHIFT does not support continued operation on unsupported platforms, associated labor may be billable outside a managed service agreement.

Category	Lifecycle	Timeline	Estimated Cost*
Firewall	Supported	6-12 months	4 year support renewal thru 2020. One-Time estimated at \$1,200 on 7/25/2016.
Antivirus	Supported	Cloud Service	Included with mS services
Filtering	Supported	6-12 months	Included with Firewall Subscription
Switches	Unsupported	Immediately	One-Time estimated at \$2-3K
Wireless	Supported	N/A	No Additional Cost
Server Hardware	Retiring	6-12 months	Recommend Server Replacement Summer 2016 One-Time estimated at 8-12K\$
Server Software	Retiring	6-12 months	One-Time estimated at \$3-4K
Storage Hardware	N/A	N/A	No Additional Cost
Endpoint Hardware	Retiring	1-6 months	One-Time estimated at \$1,200 per machine
Endpoint Software	Retiring	1-6 months	Included with EndPoint Hardware
Email	Supported	6-12 months	Migration to Hosted Exchange. Monthly Recurring estimated at \$280. One Time setup fee \$4,200
Backup	Retiring	1-6 months	Monthly Recurring estimated at \$880 and one time setup fee \$2,265
Disaster	Retiring	1-6 months	Included in BDR

*Cost estimate is based on current environment and market pricing and is subject to change based on market or future assessment of customer needs.

Attachment 1 – Cover Sheet

The submission of this quote does not obligate the District to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the District and the contractor. When funding is authorized, the contractor will be expected to adhere to the terms of the executed contract.

The undersigned submitter hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ-ITS.

1. Full Legal Name of Submitter's Organization:

mindSHIFT Technologies, Inc., a wholly owned subsidiary of Ricoh USA, Inc.

2. Mailing Address:

45610 Woodland Road, Suite 200, Sterling, VA 20166

<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>(571) 643-7120</u>	<u>info@mindSHIFT.com</u>	<u>(617) 243-2799</u>	
Telephone	Email	Fax	

3. Federal Taxpayer Identification Number: 54-1968108

4. Principal who is authorized to bind the submitter:

<u>Matthew Putney</u>	<u>Vice President, Sales</u>
Name	Title
<u><i>Matthew Putney</i></u>	<u>9.9.16</u>
Signature	Date

5. Submitter's contact person shall be: Self : 617.243.2721
(Name and Phone Number)

Attachment 2 – Cost Sheet

1. Fiscal Year 16/17 (July 1-June 30)

a. Cost Per Hour	<u>160</u>	
b. Estimated # of Hours	<u>0</u>	(The monthly cost includes unlimited on-site and remote support)
c. Total Cost	<u>0</u>	

2. Optional Contract Extension Rates (should the District opt to extend the contract)

a. Cost Per Hour	<u>160</u>	
b. Estimated # of Hours	<u>0</u>	(The monthly cost includes unlimited on-site and remote support)
c. Total Cost	<u>0</u>	

3. Grand Total Cost

Enter Cost from #1 above	\$ <u>0</u>
+	
Enter Cost from #2 above	\$ <u>0</u>
 Grand Total Cost for Evaluation	 \$ <u>0</u>

4. Optional Service Contract Pricing FY 16/17 (July 1-June 30)

a. Cost Per Month	<u>\$3,590</u>
-------------------	----------------

5. Optional Contract Extension Rates (should the District opt to extend the contract)

a. Cost per Month	<u>\$3,590</u>
-------------------	----------------

6. Grand Total Cost

Enter Cost from #4 above	\$ <u>3,590</u>
+	
Enter Cost from #5 above	\$ <u>3,590</u>
 Grand Total Cost for Evaluation	 \$ <u>3,590</u>

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	mindSHIFT Technologies - Prince Mlaudzi
Company/Organization:	Anthem Memory Care
Contact:	Mark Rockwell
Address:	5335 Meadows Rd, Lake Oswego, OR 97035
Telephone:	503.784.7205
Email:	mrockwell@anthemmemorycare.com
Start/End Date:	Current Customer
Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.	
See Attachment 5	
<ul style="list-style-type: none">•••••	

Section 5- Anthem Memory Care Experience

Issue:

Customer was looking to partner up with a company that would be responsive when called upon for helpdesk and onsite support. They would never get call backs on time and most importantly there was never anyone on the other side to pick up the phone.

Solution by mindSHIFT:

In our partnership customer has been assigned a dedicated team to litigate all issues raised. Phone calls are answered in 60 seconds or less, and the person answering the phone is a trained individual ready to handle the reason of the call. Customer likes the fact that when they call the call doesn't go through the annoying route of transferring to other parties and having to repeat their issue each time with the new person.

Issue:

When they had signed up with their then support vendor they had never had a full scope of their inventory and network setup; no documentation.

Solution by mindSHIFT:

Through our thorough "on-boarding" process we perform before installing our agents to support a customer we were able to note issues. The issues found are then noted to the customer along with recommendations as we did with Anthem Memory Care. Not only did we note changes that needed to be addressed but we did a network assessment for their entire network which gave them documentation for all that was in their infrastructure.

Issue:

There was a huge gap in communication between the customer and then support team, that left Anthem Memory Care scrambling as issues would later arise from lack of support. Customer was promised a proactive approach on support along with quarterly reports but that never happened.

Solution by mindSHIFT:

With mindSHIFT you get an account manager who will check in with customer on a quarterly basis and provide documentation to show all that had been done (breaks and fixes). This allowed the customer to see the value of what we do behind the scenes that they didn't see. We also assign all our customers with a vCIO (virtual Chief Information Officer) who are not commission based but are an added value to suggest any future upgrades and concerns found within the network. Customer's environment is being improved as we speak and has been due to the communication from our team to avoid future major fails.

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	mindSHIFT Technologies - Prince Mlaudzi
Company/Organization:	Hurst Creek Municipal Utility District
Contact:	Earl Wood
Address:	102 Trophy Drive
Telephone:	512-261-6281
Email:	earlwood@hurstcreekmud.org
Start/End Date:	Current Customer Since 2013
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>Hurst Creek Municipal needed a reliable IT partner. Due to federal regulations their systems need to be online 24x7. Their servers are critical because they run essential applications such controlling water supply (SCADA). They also needed a partner that could document and maintain firm trouble shooting processes such as not rebooting the server host as it's reboot could cause other systems to go offline. With some aging infrastructure a partner that could provide technology guidance was essential. Some of the projects they needed assistance with were a virtual server migrations, recommendations and installation of a new firewall as well as new software for backups. Hurst Creek uses mindSHIFT for these needs and most essentially for reliably Managing their servers and infrastructure. mindSHIFT was flexible enough to agree to focusing on managing Hurst Creek servers and not the workstations that the customer wanted to maintain internally. This relates to this RFQ as Sunset Empire Transportation District is also a small govt based group with a need for a reliable and flexible IT partner to support their virtualized infrastructure.</p>	

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	mindSHIFT Technologies - Prince Mlaudzi
Company/Organization:	City of Llano
Contact:	Tony Milam
Address:	301 West Main, Llano, Texas, 98643
Telephone:	325-247-4158 x 207
Email:	tmilam@cityofllano.com
Start/End Date:	Current Customer Since 2013
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>City of Llano was looking for a reliable IT partner that could support the various depts that come with a City (PD, Water, Airport, Golf Course, ect). As a small city they wanted to find a partner that gave them the type of support of a larger city, but within budget. Many of their users are not very technical so they need an IT partner to keep things straightforward and simple instead of using lots of technical terms. Additionally being small and remote they had ISP challenges, requiring an IT partner do the best they can with the limited bandwidth available. With many depts they needed a partner that was thorough in documentation. Their golf course runs unique software, as does their police dept, as well as the other depts. They have around twenty users that need to be supported as well as five servers and multiple locations. That is what they have found with mindSHIFT including multiple small projects such as the location move of their Police Dept.</p> <p>Sunset Empire Transportation District is very similar with support needs of twenty five users, seven servers and a few locations.</p>	



As I remind every prospective customer when calling references; please be courteous and respectful of their time. These customers are taking time away from their business to try and help yours.

Hurst Creek Municipal District
Earl Wood | General Manager
earlwood@hurstcreekmud.org
512-261-6281 (c)

Anthem Memory Care
Mark Rockwell | CEO
mrockwell@anthemmemorycare.com
503-784-7205

City of Llano
Toni Milam | City Secretary
tmilam@cityofllano.com
325-247-4158 x 207 (o)

Mcleas Tire (Customer & Personal Reference)
Les Mclea | Owner
les@mcleastire.com
707-333-0027

Thank you again for beginning an IT Partnership with mindSHIFT. Feel free to contact me with any questions.

James Atton | Region Vice President
james.atton@mindSHIFT.com • 925-895-8183



Attachment 4 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and employees will not disclose any documents, diagrams, information and information storage media made available to us by the District for the purpose of responding to RFQ-ITS or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the District will be returned promptly after use and that all copies or derivations of the materials will be physical and/or electronically destroyed. I will include with the returned material, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the District and third parties. I authorize the District to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the District that such third party has an agreement with the District similar in nature to this one.

Matthew Putney

Signature of representative

9.9.2016

Date

Matthew Putney

Name of Representative

mindSHIFT Technologies, Inc.

Name of company



MossyTech

***Making IT Work Better,
One Bit At A Time.***

Proposal

IT Managed Services

Proposal # 001205
Version 1

Prepared for:

Sunset Empire Transportation District

Jeff Hazen
Jeff@ridethebus.org



503.325.9090

alan@mossytech.com

www.mossytech.com

503.836.9191

Wednesday, August 17, 2016

Sunset Empire Transportation District
Jeff Hazen
900 Marine Drive
Astoria, OR 97103
Jeff@ridethebus.org

Dear Jeff,

I have prepared an IT Managed Services Proposal for your review. This proposal includes the documents requested in your RFQ immediately following this page; as well as detailed descriptions of the services we offer.

The proposed IT Managed Services plan includes Proactive Maintenance of servers and workstations, and keeping all systems up-to-date with the latest security updates, and ensuring data backups are successful daily. We use a combination of three tools that will protect your workstations and servers from malicious threats; VIPRE Business Premium Anti-Virus which is the leading Anti-Virus for business, HitmanPro Anti-Malware software, and OpenDNS DNS filtering to prevent attacks from malicious websites. We are able to provide 2 hour or less response times on critical issues during business hours, and 4 hour or less response times to critical issues during non-business hours.

The IT Managed Services plan includes all reactive support, end user support, proactive maintenance, quarterly reviews with management team, monthly performance reports and much more. With this plan, you can ensure that your IT costs will not fluctuate since daily maintenance services are included. Only large scale changes will need to be budgeted in advance.

Also included in this proposal is our recommendations for system improvements; noted during our walk-thru of your facility. Such as moving DHCP services to a Domain Controllers for increased control and security. Making changes to eliminate the need for a laptop to run the wireless system, and connecting the wireless Access Points to a cloud system, or an existing server. A full assessment of the current equipment and inventory of the workstations and servers that are currently active. Hardware diagnostic scans to identify any systems that may be starting to fail.

In our office, we currently use VMware ESXi for our internal servers. We are very familiar with VMware and would be able to jump in and manage your VMware environment very quickly.

My team and I are looking forward to working with you, and we would be happy to answer any questions you may have.

Thank you,



Alan Mossman
Systems Engineer
MossyTech

Attachment 1 – Cover Sheet

The submission of this quote does not obligate the District to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the District and the contractor. When funding is authorized, the contractor will be expected to adhere to the terms of the executed contract.

The undersigned submitter hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ-ITS.

1. Full Legal Name of Submitter’s Organization:

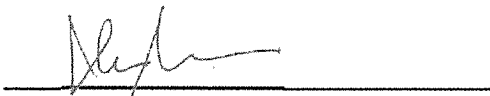
MossyTech LLC

2. Mailing Address:

<u>230 8th Street</u>	<u>Astoria</u>	<u>OR</u>	<u>97103</u>
Street	City	State	Zip
<u>503.325.9090</u>	<u>alan@mossytech.com</u>	<u>503.836.9191</u>	
Telephone	Email	Fax	

3. Federal Taxpayer Identification Number: 45-5376629

4. Principal who is authorized to bind the submitter:

<u>Alan Mossman</u>	<u>Owner</u>
Name	Title
	<u>08/15/2016</u>
Signature	Date

5. Submitter’s contact person shall be: Alan Mossman 503.325.9090
(Name and Phone Number)

Attachment 2 – Cost Sheet

1. Fiscal Year 16/17 (July 1-June 30)

a. Cost Per Hour	<u>95</u>
b. Estimated # of Hours	<u>60</u>
c. Total Cost	<u>5700</u>

Comment: The hours listed here are the estimated number of billable hours that are expected to be outside the scope of our IT Managed Services Plan.

2. Optional Contract Extension Rates (should the District opt to extend the contract)

a. Cost Per Hour	<u>95</u>
b. Estimated # of Hours	<u>30</u>
c. Total Cost	<u>2850</u>

Comment: The hours estimated for next FY are expected to be less than this FY due to the clean-up that is being recommended this FY.

3. Grand Total Cost

Enter Cost from #1 above	\$ <u>5700</u>
+	
Enter Cost from #2 above	\$ <u>2850</u>
 Grand Total Cost for Evaluation	 \$ <u>8550</u>

4. Optional Service Contract Pricing FY 16/17 (July 1-June 30)

a. Cost Per Month	<u>\$3819.50</u>
-------------------	------------------

5. Optional Contract Extension Rates (should the District opt to extend the contract)

a. Cost per Month	<u>\$4010.50</u>
-------------------	------------------

6. Grand Total Cost

Enter Cost from #4 above	\$ <u>3819.50</u>
+	
Enter Cost from #5 above	\$ <u>4010.50</u>
 Grand Total Cost for Evaluation	 \$ <u>7830.00</u>

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	MossyTech LLC
Company/Organization:	WWC Business Solutions, Inc.
Contact:	Mike Wallis
Address:	1024 Marine Drive, Astoria, OR 97103
Telephone:	503.325.2200
Email:	mike@wwcbusol.com
Start/End Date:	Dec 2015 - Current
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>MossyTech currently provides IT Managed Services to WWC Business Solutions, Inc. These services include Preventative/Proactive Maintenance of their workstations and Server, as well as all end user support that is needed.</p> <p>WWC Business Solutions, Inc. is currently on the monthly support/maintenance contract that we are proposing to SETD.</p>	

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	MossyTech LLC
Company/Organization:	Warrenton Kia
Contact:	Roxanne Williams
Address:	801 SE Marlin Ave, Warrenton, OR 97146
Telephone:	503.861.3422
Email:	roxanne@warrentonkia.net
Start/End Date:	October 2013 - Current
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>MossyTech has provided Warrenton Kia with our IT Managed Services plan since October of 2013. Warrenton Kia has approx. 20 users, and is similar in size to SETD regarding end user support.</p> <p>We have assisted Warrenton Kia through many upgrade transitions, including a new Server, several workstation replacements, and many other projects, all while keeping their business operations up and running through the transition of equipment.</p>	

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	MossyTech LLC
Company/Organization:	Wimahl Family Clinic
Contact:	Deanna Wood
Address:	2055 Exchange St; Suite 201, Astoria, OR 97103
Telephone:	503.338.2993
Email:	dwood.wfc@gmail.com
Start/End Date:	October 2012 - Current
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>MossyTech has been working with Wimahl Family Clinic since 2012. During that time we have assisted with many upgrades to their systems, including two server reinstalls, assistance with phasing out an old billing system, and migrating to a new billing system.</p> <p>We have been doing IT Managed Services for Wimahl Family Clinic since June 2015, and since moving to an IT Managed Services plan, they have reported much less downtime, and faster, more secure and reliable systems.</p> <p>Wimahl Family Clinic is a busy two provider office with 12 workstations and 2 server, while they are smaller than SETD, their need for immediate assistance is similar and we have always been able to provide expedited response times in the few cases where one of their systems has gone down.</p>	

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

Submitter's Name:	MossyTech LLC
Company/Organization:	Astoria Warehousing, Inc.
Contact:	Markus Brown
Address:	70 W. Marine Drive Astoria, OR 97103
Telephone:	503.325.4021
Email:	markusbrown@astoriawarehousing.com
Start/End Date:	June 2015
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>We have assisted Astoria Warehousing through a full Network replacement, new phone system, and a new Server. We have redesigned their WiFi system on their warehouse floor and office to increase signal strength and WiFi reliability. We have worked successfully with their outside vendor for their proprietary accounting software to get the system upgraded on their new server.</p> <p>In working with SETD, we anticipate working with outside vendors for such software as the Oregon Brokerage Software System. Working with outside vendors for proprietary software can present issues, both with security and reliability. We have the experience to managed the relationship with the outside vendor so that we have control over the situation and can eliminate unnessesary downtime, and communicate effectively to ensure the project is successful.</p>	

Attachment 3 – Customer Experience Reference Form

The submitter must provide a minimum of two (2) and maximum of five (5) client references for services it has performed within the past three (3) years that are similar in size, scope and type of service as specified in the RFQ-ITS. Complete this form for each corporate reference.

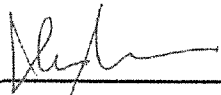
Submitter's Name:	MossyTech LLC
Company/Organization:	Van Dusen Beverages, Inc.
Contact:	Willis Van Dusen Sr.
Address:	500 29th Street, Astoria, OR 97103
Telephone:	503.325.2362
Email:	willis@vandusenbeverages.com
Start/End Date:	August 2015 - Current
<p>Describe experience for this project as it relates to the RFQ-ITS. The description of the project must be detailed and comprehensive enough to permit the District to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.</p> <p>Van Dusen Beverages, Inc. is a fast paced business that relies almost entirely on a cloud based software system to track their inventory, orders, trucks, etc. With this cloud system being near mission-critical to their operations, it is very important that the link between their office and the cloud system stay active. We have assisted with keeping that connection active, and troubleshooting issues quickly when they do arise. We are able to monitor that connection to receive notifications when the connection goes down, and reach out to them, often before they have identified the problem.</p> <p>Van Dusen Beverages is similar to SETD in that both companies use software that is vital to business operations. MossyTech would be able to identify and proactively monitor any known issues with SETD's software much in the same way we do for Van Dusen Beverages.</p>	

Attachment 4 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and employees will not disclose any documents, diagrams, information and information storage media made available to us by the District for the purpose of responding to RFQ-ITS or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the District will be returned promptly after use and that all copies or derivations of the materials will be physical and/or electronically destroyed. I will include with the returned material, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the District and third parties. I authorize the District to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the District that such third party has an agreement with the District similar in nature to this one.



Signature of representative

08/15/2016
Date

Alan Mossman
Name of Representative

MossyTech LLC
Name of company

Attachment 5 – Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1) Debarred,
 - 2) Suspended,
 - 3) Proposed for debarment,
 - 4) Declared ineligible,
 - 5) Voluntarily excluded, or
 - 6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against any of them for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2) Violation of any Federal or State antitrust statute, or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1) Equals or exceeds \$25,000,
 - 2) Is for audit services, or
 - 3) Requires the consent of a Federal official and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in its federally funded Project,
 - ii. Suspended from participation in its federally funded Project,
 - iii. Proposed for debarment from participation in its federally funded Project,
 - iv. Declared ineligible to participate in it federally funded Project,
 - v. Voluntarily excluded from participation in its federally funded Project, or
 - vi. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor MossyTech LLC

Signature of Authorized Official  Date 08/15/2016

Name and Title of Contractor's Authorized Official Alan Mossman, Owner

● IT Managed Services Overview

● Why IT Managed Services?

In today's business world, all companies, large and small, depend on information technology. To meet the challenges presented by your business we tailor MossyTech IT Managed Services to help you manage your IT expenses, ensure limited downtime, and maintain enhanced security of your IT systems.

● What is IT Managed Services?

Before "IT Managed Services", most companies followed the old-school method of "break-fix". If a desktop, server or other critical networking device fails, you are left scrambling to fix them. "IT Managed Services" focuses on the prevention of these issues before a potential problem arises that can disrupt your clients, employees or management.

● What is Break-Fix?

A "Break-Fix" maintenance service fixes problems as they crop up. Something needs to go wrong before you receive any service, resulting in a reduction in your IT system performance while you wait for the problem to be fixed. Today most businesses can't afford to depend on traditional "Break-Fix" IT services. If you have separate suppliers responsible for different parts of your IT system, you are really putting your business in a difficult position. If you fall behind in keeping up with things such as backups, patches and security, the odds greatly increase that you will face an IT outage or another problem that will negatively impact your business.

● Piece of Mind:

- 24/7/365 monitoring of your IT Systems
- Every alert is important, and is addressed before it becomes a problem
- Internet outages, backups, system patches, driver updates, printer issues, all are addressed and resolved by MossyTech
- Experience a level of comfort and security you've not had before - One less thing to worry about

● Save Time:

- Eliminating problems before they ever occur can save you hours of downtime
- Focus your time on the core of your operation, not the infrastructure that supports it
- Increased operation efficiency

● Convenient:

- With MossyTech "IT Managed Services" you will have fewer IT surprises.
- Consistent monthly fees makes budgeting much easier
- One contact for all your technology needs
- Local, allowing for fast response times

● Save Money:

- Control and reduce your overall operating costs with flat-fee billing
- Consistent monthly fee helps your company keep costs in line
- Increase staff productivity
- Minimize downtime
- Reduces operating costs

Customer Profile

This is a summary of how many users and devices are covered under this agreement.

Item	Quantity
Users	24
Workstations	24
Servers	5
Firewalls	2
Network Devices	8



IT Managed Services

Includes Preventative/Proactive Maintenance, End User Support, etc. Only billable items would be significant
 Adds/Moves/Changes to the network, workstations, or servers. 2 hour response time for critical issues during business hours.

Selected	Description	Recurring	Qty	Ext. Recurring
X	IT Managed Services All support, server, workstation, end user, networking, etc is included in this offering. Critical Issue response time of 2 hours during business hours; 4 hours after normal business hours; all other non-urgent issues 8 hour response times during business hours.	\$3,819.50	1	\$3,819.50
X	End User Support Remote Support and On-Site Support		24	
X	Workstation Monitoring and Maintenance Proactive Maintenance and Monitoring on workstations to alert and prevent issues that can cause downtime		24	
X	Windows Server Management and Maintenance Management of Windows Updates/Definition Updates, Weekly review of system logs, Daily Monitoring of Backup status, Proactive Maintenance		5	
X	Network DNS Security Filtering DNS Level Security Filtering to protect against Virus', Malware, and Spyware		24	
X	Managed Anti-Malware Managed Anti-Malware software		29	
X	Managed Anti-virus Managed Anti-Virus Software - VIPRE Business Premium Anti-Virus		29	

Selected Option Recurring Subtotal: **\$3,819.50**

One-Time Subtotal: **\$3,819.50**

Add-on Services



Add-on Services

Additional Services that can help increase security and productivity.

Selected	Description	Recurring	Qty	Ext. Recurring
	Managed Email SPAM/Virus Filtering Managed Email SPAM/Virus Filtering	\$3.25	24	\$78.00
	Managed Email Encryption Managed Email Encryption	\$9.95	24	\$238.80
	Managed Email Archive Unlimited Managed Email Archive Unlimited	\$7.95	24	\$190.80

One-Time Recommendations

Description	Price	Qty	Ext. Price
Systems Engineer - DHCP Changes Systems Engineer Fixed Fee - Utilize DHCP on a Domain Controller rather than on the SonicWALL NSA-2600	\$95.00	3	\$285.00
Systems Engineer - UniFi Access Points Systems Engineer Fixed Fee - Setup UniFi Access Points to use a cloud controller, instead of the laptop in the closet.	\$95.00	1.5	\$142.50
Systems Engineer - Backup Systems Systems Engineer Fixed Fee - Review Backup Systems and ensure that both locations have full backups available in a disaster situation. Configure the second QNAP NAS to be utilized.	\$95.00	4	\$380.00
Systems Engineer - OBSS Migration to Virtual Machine Systems Engineer Fixed Fee - Coordinate and complete the migration of the OBSS server to the newer VMware environment, to retire the old equipment and provide redundancies.	\$95.00	12	\$1,140.00
Systems Engineer - Security & Updates Assessment Systems Engineer Fixed Fee - Assess each workstation and server for security and updates that are needed. Run Hardware Diagnostics on all workstations and server to ensure that equipment meets operating standards and is not faulty.	\$95.00	24	\$2,280.00

Subtotal: **\$4,227.50**

503.325.9090
 alan@mossytech.com
 www.mossytech.com
 503.836.9191



IT Managed Services



Prepared by:
MossyTech
 Alan Mossman
 503.325.9090
 Fax
 alan@mossytech.com

Prepared for:
Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103
 Jeff Hazen
 Jeff@ridethebus.org
 (503) 861-5399

Quote Information:
Quote #: 001205
 Version: 1
 Delivery Date: 08/17/2016
 Expiration Date: 09/01/2016

Selected Plan Summary

Description	Amount
IT Managed Services	\$3,819.50
Recurring Total:	\$3,819.50

One-Time Expenses Summary

Description	Amount
IT Managed Services	\$3,819.50
One-Time Recommendations	\$4,227.50
Total:	\$8,047.00

4. CONFIDENTIALITY

The parties agree, both during the Term of this Agreement and for a period of two years after termination of this Agreement, but in no event less than two years from the Effective Date, to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose, other than the implementation of and as specified in this Agreement and other than use by Client in the Client Business. Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. Each party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all tangible media comprising each party's Proprietary or Confidential Information in the manner in which such notices or markings appear on such tangible media or in the manner in which either party may reasonably request. The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason. For the purposes of this section, "Proprietary or Confidential Information" shall mean knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data. Neither party shall have any obligation with respect to Proprietary or Confidential Information which:

- (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party;
- (ii) rightly received by the receiving party from a third party after the date hereof,
- (iii) is independently developed by the receiving party without reference to information derived from the other party; and
- (iv) subject to disclosure under court order or other lawful process.

5. EQUITABLE RELIEF

Each party acknowledges that the provisions and restrictions contained in Section 4 of this Agreement are necessary to protect the legitimate continuing interests of Client and MossyTech and that any breach or violation thereof may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that, in the event of such breach, the other party may be entitled to seek equitable relief as granted by any appropriate judicial body.

6. TERMINATION

6.1 By Client

The Client may terminate this Agreement with 30 days written notice to MossyTech. The parties recognize that this will be a flexible and evolving relationship. If MossyTech shall incur any expenses in connection with and resulting from the Client's expansion, reduction, or termination of any specific services or provision of technology hereunder, Client shall reimburse MossyTech for such costs or expenses promptly upon receipt of an itemized account thereof.

6.2 By MossyTech

MossyTech may terminate the agreement upon not less than 30 days written notice in the event that the Client has failed to pay any outstanding invoice on the date due or within 30 days thereafter, or if the Client has violated any part of this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is acknowledged and agreed that MossyTech's relationship with the Client is at all times here under an independent contractor. The Client shall have no authority over MossyTech's internal business affairs and decisions. MossyTech shall have no authority to act on behalf of, or legally bind the Client, and MossyTech shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

8. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

8.1 MossyTech hereby warrants and represents that: MossyTech will provide the services requested pursuant to this Agreement in a workmanlike and professional manner; the results and proceeds of MossyTech's services provided hereunder do not and will not infringe upon the copyright, trademark or service mark rights of third parties; to the best of MossyTech's knowledge, the results and proceeds of MossyTech's services provided hereunder do not and will not infringe upon the patent rights of third parties. MossyTech shall use reasonable efforts to provide the services and technology described herein with substantially the same degree of care as it employs in making the same services and technology available for its own operations; provided however that MossyTech shall not be liable to Client or any other person for any loss, damage, or expense which may result therefrom or from any change in the manner in which MossyTech renders such services, so long as MossyTech deems such change necessary or desirable in the conduct of its own operations.

8.3 IN NO EVENT SHALL MOSSYTECH OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE SERVICES, OR MOSSYTECH'S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF MOSSYTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CLIENT INDEMNITY

Client shall indemnify and hold MossyTech harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorneys fees and disbursements) which MossyTech may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of third party claims against MossyTech based on or arising out of: (i) representations or warranties made by Client to its Private Label customers or (ii) Client's failure to comply with its obligations under Section 1.1.

10. MISCELLANEOUS

10.1 Force majeure

Neither party shall be in default of this Agreement or liable to the other party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting there from; embargoes; shortages or labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires; floods; telecommunications failures; Internet slow-downs; and accidents. The dates on which the obligations of a party are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from:

- (i) Any of the foregoing causes; or
- (ii) Inability of that party, as a result of causes beyond its reasonable control, to obtain instruction or information from the other party in time to perform its obligations by such dates.

10.2 Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity shall not affect the remaining provisions of this Agreement. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the parties hereby request that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.

10.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute but a single instrument.

503.325.9090
alan@mossytech.com
www.mossytech.com
503.836.9191



● Proposal Acceptance

Sunset Empire Transportation District

MossyTech

Signed _____

Name Jeff Hazen

Title _____

Date August 17, 2016

Signed _____

Name Alan Mossman

Title Systems Engineer

Date August 17, 2016

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other changes.

Master Services Agreement

This Agreement for Information Technology Managed Services (the "Agreement"), is effective as of 1/1/0001 12:00:00 AM (the "Effective Date").

BETWEEN: MossyTech LLC (referred to as "MossyTech"), a limited liability company organized and existing under the laws of the Oregon, with its head office located at: 230 8th St. Astoria, OR 97103

AND: Sunset Empire Transportation District (the "Client"), a corporation organized and existing under the laws of the Oregon, with its head office located at:
900 Marine Drive Astoria, OR 97103.

RECITALS

WHEREAS, MossyTech is in the business of IT consulting and IT support services; IT Managed Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. TECHNOLOGY AND SUPPORT SERVICES

1.1 Engagement

The Client hereby engages MossyTech to provide the following services:

(i) IT SERVICES. MossyTech shall provide certain general information technology services and infrastructure including assistance with support, and maintenance of computer equipment. MossyTech shall provide such technical support and maintenance as Client reasonably requests, in addition to remote monitoring of IT systems as equipment allows.

(ii) CUSTOMER SUPPORT. MossyTech shall provide and perform such services related to technical assistance to Client's End-Users/Office Staff.

(iii) RESPONSE TIME. MossyTech will respond to client either on-site or remotely within the following time:

Non-Critical Issues: 12 hour or less response time

Critical Issues: 2 hour or less response time during business hours; 4 hour or less response time during non-business hours.

(v) EXCLUSIONS. This agreement does not include installation of new PCs, replacement of current equipment, Installation of new equipment, any hardware (memory, hard drives, computers, monitors, printers, etc.) all of these items will be billed to Client as incurred. It is the intention of MossyTech to report to the client any charges that may be incurred from work that is outside of the scope of this agreement.

1.2 Compensation

For services described in subsections 1.1 (i) and 1.1 (ii) of this Section 1 MossyTech shall be compensated at the rate described by the accepted quote.

2. TERM

The term of this Agreement shall be 1 year, or renew on July 1, 2017, whichever comes first.

3. BILLING

MossyTech shall bill the Client, on the first of each month, for the current month. Any hardware or other additional charges that are accrued during the month, will be present on the following months invoice.

10.4 Further assurances

The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.

10.5 Notices

Any and all notices provided for herein shall be in writing and shall be considered as properly given if delivered to the party or sent by registered or certified mail, postage prepaid, to the parties hereto at the addresses set out below opposite their names or such other address or to the attention of such other person as the party shall have specified by prior written notice. Any notice under this Agreement shall be deemed to have been given (a) if delivered in person, when so delivered or refused; (b) if sent by facsimile or overnight courier, three business days following transmission or delivery to courier (as the case may be; or (c) if by registered or certified mail, five days following deposit in the Mail.

If to the Client: Sunset Empire Transportation District, 900 Marine Drive, Astoria, OR 97103.

If to MossyTech: MossyTech, 230 8th Street, Astoria, OR 97103

10.6 Binding effect

This Agreement shall bind and inure to the benefit of the parties, and their respective successors, heirs and assigns.

10.7 Governing law

This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon.

10.8 Attorneys' fees and costs

If either party brings suit or arbitration against the other to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorneys' fees, from the other party as part of any judgment or award.

10.9 Assignment

This Agreement shall not be assignable in whole or in part by MossyTech or Client without the other party's prior written consent, and any attempted assignment without such consent shall be void, provided that Client may assign this Agreement to any person acquiring all or substantially all of its assets without obtaining such consent.

10.10 Survival

The provisions of this Agreement which by their terms survive the termination of this Agreement, including Section 6, or expressly require action subsequent to termination of this Agreement shall survive the termination of this Agreement to the extent set forth in such provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement, with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

503.326.9090
alan@mossytech.com
www.mossytech.com
503.836.9191



Sunset Empire Transportation District

MossyTech

Signed _____

Name Jeff Hazen

Title _____

Date August 17, 2016

A handwritten signature in blue ink, appearing to read "Alan Mossman".

Signed _____

Name Alan Mossman

Title Systems Engineer

Date August 17, 2016

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.c Transcription Update

We have uploaded the meeting recording from June to three companies. As of September 14th, we have only received back one transcription. One of the other companies is on step 10 of 19 steps as of September 13th and I just received verification that the third company has received the upload. When we receive the other two, we will send all three of them to you and have them as an agenda item for October.

Date: September 14, 2016

To: Board of Commissioners

From: Al Hernandez

Re: Agenda Item 8.d QuickBooks Update

At last month's meeting, there was discussion about QuickBooks. One of the questions that the Board asked was if it was being backed up. John and I indicated that it was but the Board wanted verification of the backup. Jeff verified with Konnor that it is being backed up to Mozy in the cloud. Also, the Board wanted to know if SETD is charged for scheduled QuickBooks updates. After checking with QuickBooks (Jona at QB) she confirmed that there would be no charge for upgrading to a newer version of QuickBooks since we already pay an annual maintenance (support) fee.

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.e Used Bus Purchases

At last month's Board meeting we sought and received approval from the Board to purchase two used buses. We have received the two used buses that we purchased from NW Bus Sales. We were able to get them for \$25,000 which included the trip and document fees. The original price was \$27,250 for both plus \$360 in fees for a total of \$27,610.

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.f Internal Revenue Service

Last year we received a letter from the IRS in regards to late filing of W-2's for calendar year ending December 31st, 2013. A fine of \$2,700 was attached to it. We wrote a letter immediately asking for a waiver of the fine and outlined how we would prevent this in the future. A couple of months later, they started sending monthly letters to us stating that they needed additional time to review are request. In each of those letters they encouraged us to pay the fine so we would be charged any interest on the amount owed. We did submit the payment for the fine. A few months ago we received the money back from the IRS without an explanation. Even after we received the money back, we continued to receive monthly letters from the IRS stating they needed additional time. This letter acknowledges that they have waived the fine.

PHILADELPHIA PA 19255-0633

In reply refer to: 0583755303
Sep. 07, 2016 LTR 1948C 0
93-1146160 201312 13 H
Input Op: 0583755303 00006497
BODC: TE

SUNSET EMPIRE TRANSPORTATION
DISTRICT
% RONALD BINE
900 MARINE DR
ASTORIA OR 97103-4218

RECEIVED
SEP 12 2016



22265

Taxpayer identification number: 93-1146160
Tax period: Dec. 31, 2013
Types of information returns: W-2

Number of returns filed:
Number of returns penalized:

Dear Taxpayer:

Thank you for the inquiry dated Sep. 30, 2015.

On Aug. 17, 2015, we sent you a penalty notice for filing your information returns late.

We considered your explanation regarding the penalty for not filing the information returns listed above as required. We determined that you showed reasonable cause and we won't charge the penalty of \$2,700.00.

To avoid penalties in future years, we encourage you to review and follow the filing requirements for information returns. If you generally file information returns each year, we send you an annual instruction booklet explaining the filing requirements and any changes for the current year. You can also get this information by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at www.irs.gov/formspubs.

You can also fax your information to 855-679-9654. Please include a cover sheet containing the following information:

Date: _____
Contact Name: Miss Jones
Control number: 0583755303
Your name: _____
Your taxpayer ID: _____
(social security or employer ID number)
Tax period: _____
Number of pages: _____

You can get any of the forms or publications mentioned in this letter by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at www.irs.gov/formspubs.

SUNSET EMPIRE TRANSPORTATION
DISTRICT
% RONALD BINE
900 MARINE DR
ASTORIA OR 97103-4218

If you have questions, you can call Miss Jones at
267-466-4803 between 10:00 a.m. and 5:00 p.m. EDT.

If you prefer, you can write to us at the address at the top of the
first page of this letter.

When you write, include this letter and provide in the spaces
below your telephone number with the hours we can reach you.
Keep a copy of this letter for your records.

Telephone number () _____ Hours _____

Thank you for your cooperation.

A copy of this letter and any referenced enclosures have been
forwarded to your authorized representative(s).

Sincerely yours,



Lisa Parker
Operation Manager, Doc. Matching

Enclosures:
Copy of this letter

Date: September 14, 2016
To: Board of Commissioners
From: Jeff Hazen
Re: Agenda Item 8.g Website Update

The Northwest Oregon Transit Alliance (NWOTA) has issued the request for proposals (RFP) to update the North by Northwest Connector's website. This project was selected during the competitive Special Transportation Fund (STF) process as a statewide project. The new website will be built on a platform that all public transportation agencies throughout Oregon will be able to use to build/update their respective websites. It will be modeled after the Mendocino Transit's website that we found to be very user friendly. The RFP calls for the new website to be functional by March of 2017. NWOTA has held off with some of its marketing until the new website is up and running. We agreed that having it ready in March will give us the opportunity to do some targeted marketing campaigns.

I know that the Board has expressed its wishes that we have a more functional website. Previously, when we talked with iFocus to work on upgrades, they pushed back on having deliverables in place and having our website be on a platform that we could make the easy changes and updates. We were not satisfied with their stance. During that same time, NWOTA was working with M2 to create a new Connector website. I felt we were part of a dog and pony show when they came to us in person to give a presentation. After the presentation, I looked at their own website and found it to be a very poorly put together website with a lot of errors. I shared with our partners my concern that if they can't even have a decent website themselves, what would ours end up looking like? We agreed to stop the process with M2. We learned that ODOT had been discussing the idea of them setting up a platform for agencies to build their respective websites off of. Our concern was the length of time that ODOT would've taken to put it in place. This became the catalyst for us to take it on ourselves through the STF process.

During this time, we have done a lot of work on our website to make it more functional and user friendly. Would I have liked to have a new website in place last year? Absolutely, but I felt that it was in the best interest of the District to wait until NWOTA's website was built so we didn't have to spend the \$80,000 to build our own. We will end up spending considerably less which is an efficient use of tax dollars and a story that we will be able to share with our constituents.

Date: September 14, 2016

To: Board of Commissioners

From: Tami Carlson

Re: Agenda Item 9.a Executive Director Annual Evaluation Process Discussion

It is that time of year that the Board needs to evaluate Jeff's performance. Attached is the Board Policy in regards to the Executive Director Evaluation. In his Employment Agreement, it states that his evaluation will be given in November. It also shows the criteria that needs to be evaluated. Since the Board doesn't meet in November because of the Thanksgiving Holiday, the Board needs to decide if it should be given in October or early December. I would like direction as to the process you want to go through this year and what kind of evaluation document you would like to utilize. I will also need to know what other information you need from me in regards to compensation. Unfortunately, I will not be at the meeting because of a medical appointment. Please provide the direction to Mary so she can share it with me.

SUNSET EMPIRE TRANSPORTATION DISTRICT BOARD OF COMMISSIONERS EXECUTIVE DIRECTOR EVALUATION	Policy #	Effective Date:
	B-704	<i>February 28, 2013</i>
		Date of Last Review
	Signature	

POLICY:

The Executive Director shall receive an annual performance evaluation by a committee of the Board of Commissioners. The committee will report their findings to the Board. The Board will vote to approve the annual evaluation and any changes to pay or other compensation.

At a minimum, the evaluation committee will consider:

1. Ability to cooperate with the Board, staff, community members, and other local governments;
2. Communication skills;
3. Leadership attributes;
4. Work habits;
5. Use of District resources with an emphasis on operational and fiscal efficiencies;
6. Performance made against Strategic Goals approved by the Board;
7. Goals established in the Executive Director's previous performance evaluation.

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Board Policy Committee Meeting

We are asking that the Board Policy Committee review their calendars so we can discuss a date that will work for both the Committee members and staff.

We would also like to hear from the Board any Board Policies you think should be discussed by the committee. Mary and I have some suggestions for the Committee.

Date: September 14, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.d Transit Asset Management (TAM)

I've mentioned the new TAM rule issued by the Federal Transit Agency (FTA) in previous weekly reports. One of the things that is needed is for agencies to designate an Accountable Executive. The FTA's definition of an Accountable Executive is:

An Accountable Executive should be a transit provider's chief executive; this person is often the CEO or GM. FTA understands that at many smaller transit providers, roles and responsibilities are more fluid. However, FTA does believe that, even in circumstances where responsibilities are either shared or delegated, there must be one primary decision-maker who is ultimately responsible for both transit asset management and safety. It is a basic management tenet that accountabilities flow top-down. Therefore, as a management system, transit asset management requires that accountability reside with an operator's top executive.

The accountable executive will be responsible for:

- Participating in the group TAM plan creation or writing their own TAM plan
- Carrying out the TAM plan or group Tam Plan in their agency
- Setting meaningful State of Good Repair targets, or participating in setting the group TAM plan targets
- Making informed investment decision (i.e., prioritizing rolling stock replacements)

I have attached a handout that was given to the Public Transportation Advisory Committee (PTAC) on Monday with some information.

I am recommending that the Board designate the Executive Director as the Accountable Executive.

Transit Asset Management Final Rule Information

Background

The Federal Transit Administration (FTA) Transit Asset Management Final Rule was published July 26, 2016 in the Federal Register and will become effective October 1, 2016. The final rule defines the term *state of good repair* and establishes minimum Federal requirements for transit asset management. This applies to all recipients of Federal financial assistance under 49 U.S.C. Chapter 53 who own, operate, or manage public transportation capital assets.

What is Transit Asset Management?

Transit Asset Management (TAM) is a business model that uses the condition of assets to guide the optimal prioritization of funding at transit agencies in order to keep our transit networks in a State of Good Repair (SGR).

A Tiered Approach

The FTA is using a two-tiered approach to implement TAM in order to reduce TAM requirements for agencies operating smaller fleets.

Tier I agencies must develop and carry out a TAM plan which includes nine TAM elements.

A Tier I provider is a recipient who owns, operates, or manages 101 or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or who operates rail transit.

Tier II agencies will participate in a single Group TAM plan, sponsored by ODOT, which includes only the first four TAM elements.

A Tier II provider is a recipient who owns, operates, or manages 100 or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode; a subrecipient under the 5311 Rural Area Formula program; a subrecipient under the 5310 Seniors and Individuals with Disabilities program who operates an open-door service; or any American Indian tribe.

Required TAM Plan Elements

1. Inventory of Capital Assets	All Providers Tier I & II
2. Condition Assessment	
3. Decision Support Tools	
4. Investment Prioritization	
<hr/>	
5. TAM and SGR Policy	Tier I Providers Only
6. Implementation Strategy	
7. List of Key Annual Activities	
8. Identification of Resources	
9. Evaluation Plan	

ODOT Rail and Public Transit TAM Activities and Timeline

January 2, 2017

- ODOT enters group plan performance targets into the National Transit Database (NTD); this will be done annually. (Using provider reported data in NTD and OPTIS, ODOT performed quantitative analysis to set the performance targets for equipment and rolling stock.)

- ODOT sets performance targets for:
 1. Equipment (age) - percentage of vehicles that have met or exceeded their Useful Life Benchmark
 2. Rolling Stock (age) - percentage of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark
 3. Infrastructure (performance) – Not applicable to Tier II - percentage of track segments with performance restrictions by class
 4. Facilities (condition) - percentage of facilities with a condition rating below 3 (using the scale 1=Poor to 5=Excellent)

January 31, 2017

- ODOT reports in NTD on performance targets using the data agencies have entered into NTD. These will be reported annually, along with the current annual NTD report. *Although the targets were just set, we are required by the FTA to report January 31, 2017.*

2017 and Spring 2018

- ODOT drafts a group TAM plan, in collaboration with participating agencies. Tier II and small urban agencies may participate in the group plan. The TAM plan will cover a 4-5 year period coinciding with the Oregon STIP cycle and will be updated every 4 years, or when significant changes are made.
- All transit agencies designate an “accountable executive” whom has fiscal control or responsibility for assets.

Fall 2017

- ODOT offers NTD training at the 2017 Oregon Public Transportation Conference
- Agencies enter inventory of capital assets into the NTD. This includes:
 - All vehicles owned by the agency, including non-service vehicles owned by the agency;
 - All facilities;
 - Equipment >\$ 50,000; and
 - All third party assets dedicated to the agency’s service. Note: a third party asset is reportable if you are responsible to replace any part of it.
- 5310 open-door agencies enter all assets. **New requirement for 5310 recipients.** 5310 agencies that provide client-only service are not required to participate.

May 2018

- ODOT publishes group TAM plan and solicits for comments.

August 2018

- Group TAM plan finalized and published on ODOT’s website.

Fall 2018

- Agencies report on assets in NTD, this time reporting on asset condition too.
- FTA reviews group TAM plan during ODOT’s state management review.
- FTA reviews ODOT’s state management plan.

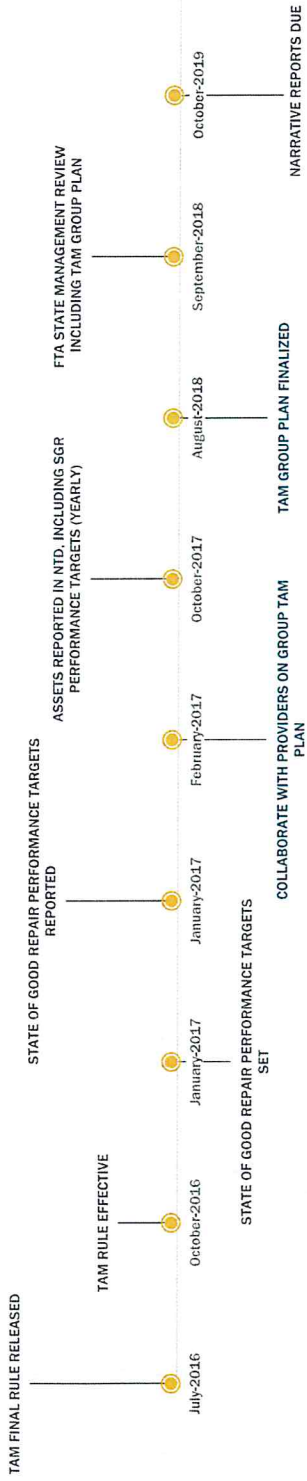
Fall 2019

- Agencies report on assets in NTD, including narrative reports on asset condition. These reports explain changes in asset conditions and progress towards performance targets.

For more information, see [FTA Transit Asset Management](#).

For TAM NTD reporting information, see the [NTD/TAM Crosswalk](#)

Transit Asset Management Timeline



Executive Director Report
September 2016 Board Meeting
Jeff Hazen

-Transportation Bill:

I will be attending the Joint Interim Committee on Transportation Preservation and Modernization's roundtable discussion and public hearing in Newport on September 15th. This is the group that Representative Boone mentioned at the Board's August meeting. I will discuss how it went at the Board meeting.

-Senior and Disabled Transportation Advisory Committee:

As you may recall, when the Board selected Commissioner Gaebel to replace Commissioner Goforth's seat, it was suggested to the other applicant, Pamela Alegria apply for the vacant position on the S&D Committee. I'm pleased to report that she has turned in an application for that and we will present it to the Committee at their October meeting.

-Bob Gannaway Recognition:

Since I've been gone for a couple of weeks, I haven't had the opportunity to talk with Victor Kee but will be as soon as I can carve out some time.

-Waze App:

It was suggested that we have smart phones on the routes and have the Waze App used on the phones. I contacted them shortly after last month's meeting to find out if this is an allowable use of their App. I read on their community forum that the App should not be used on buses as it throws their average speed calculations off. I finally received an email from them this week referring me to a specific person so I have sent an email off to him to clarify our ability to use it.

-Summer Traffic:

I don't believe that traffic was as bad this summer as it was last year. Of course as I'm writing this, they are doing paving on the Young's Bay Bridge causing significant delays this week!

-Columbia County Rider:

Columbia County is looking for a new transportation manager. The one they hired recently is no longer employed by them.

-Fleet

We have received the two new buses that we received funding through the 5339 Grant process. These are the smaller ones that will be used for both fixed route and paratransit as needed. We are still awaiting the ODOT agreement for the 5339 Grant cycle that we just went through and were awarded funding for two of the four buses we requested. The RFQ for the two paratransit vans we were awarded funding for will be going out this week.

Weekly Reports:

8/22/16

Over the past couple of weeks, the FTA has been putting on webinars in regards to the new TAM (Transit Asset Management) rule that is now in place. TAM is a model that uses asset condition to help prioritize funding to achieve or maintain transit networks in a state of good repair. I've been able to watch some but not all of them due to schedule conflicts. There are having 8 of them. I will be able to watch the ones I missed after they have completed the last one. They will be posting them online. At last week's Executive Committee meeting of the PTAC (Public Transportation Advisory Committee) Christine West from ODOT gave us an update on it. As a rural agency, we are classified as a Tier II provider and we will be part of the group that ODOT will be setting up and managing. They are allowed to do this by the FTA because they realize that smaller rural agencies don't have the resources and manpower to manage the program. There will be additional reporting requirements that we have but it shouldn't be too cumbersome for us to handle. There will be a training for staff at the OTA conference next year to help guide us.

Last week was the deadline for receiving responses from the RFQ for managed information technology systems. We received 3 responses and I will be reviewing them this week. We also received either 2 or 3 applications for an IT Specialist. Those interviews are planned for this week. Once those are complete and I have reviewed the responses from the RFQ, I'll make a determination of which direction we will take.

On a personal note, Kathy has approved my taking 2 weeks off beginning this upcoming weekend. We are moving from Hammond to the Westport house where we originally planned on living when I retire several years from now. The house has a few acres with it so we will be enjoying the country life and developing a green thumb. It currently has 2 apple trees, a pear tree and a plum tree. We look forward to growing a variety of vegetables and some other fruits. The timing worked out for us to move out there now. I have been working on the weekends the last couple of months emptying that house along with another house in Hammond that we are selling. Trying to do it on weekends isn't the most efficient way to move so we are going to dive in and get it done! I will be available by phone if I'm needed and will be stopping by on the transit center on Tuesday and Thursday mornings both weeks to sign the mail and sign checks.

We had the new cubicles installed in the call center at RideCare. Here's a brief video of it.

<https://www.youtube.com/watch?v=bQG2yVcuh7I>

Rider Report
September Board Meeting
John Layton

“The Bus” (Fixed Route) Highlights:

- **19,651 people** used fixed routes in August for an average of **633.9 riders per day**.
- **13.9% increase** in average passengers who rode fixed routes per day from last August (556.6 to **633.9**)
- **10.2 people per hour**, on average, got on any fixed route at any time that the bus runs in August. **No change** (10.2 to 10.2) from last August.
- **17.9% decrease** in the ratio of elderly/disabled riders from last August (23.2% to **19.2%**)

RideAssist Highlights:

- **680 rides** were provided by RideAssist in August for an average of **28.3 rides per day**.
- **8.3% increase** in average RideAssist passengers per day from last August (26.2 to **28.3**)
- **4.1% decrease** in all ADA Paratransit rides from last August (516 to **495**)

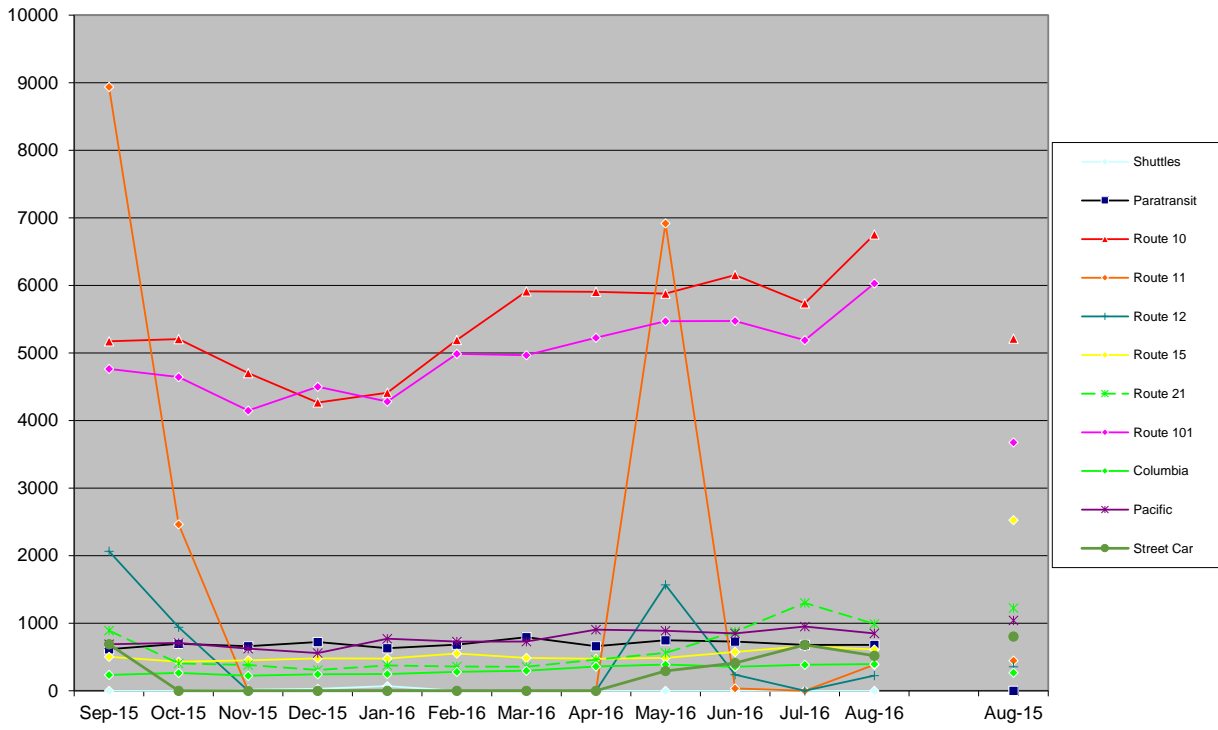
Clatsop Care Center Health District Highlights:

- **0 people** were provided by SETD in August for an average of **0 riders per day**.

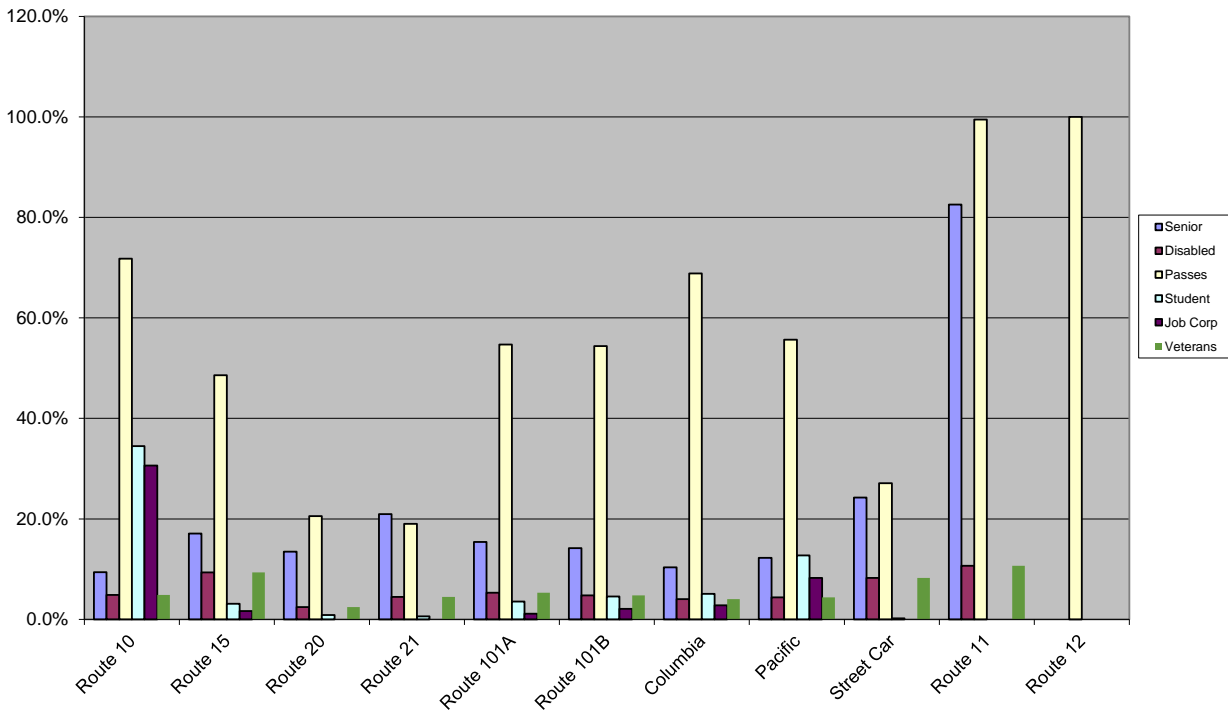
System Highlights:

- **20,331 people** used Sunset Empire Transportation in August for an average of **655.8 riders per day**.
- **14.4% increase** in all average passengers per day from last August (573.3 to **655.8**)

SETD Rides



Rider Breakdown by Route



Operations Report
September Board Meeting
Scott Earls

1. I am still working on the CSSO (Certified Safety and Security Officer) review process to get SETD certified. Running short on time limit.
2. We are through most of the busy summer weekends and the fish seem to be moving upriver so we hopefully will see a slowdown in boat and R/V traffic.
3. We have received the two new Buses. They look very nice, I hope to bring one to the Sept. Board meeting.
4. Steve Weinert and myself drove the used buses back from Federal Way. They drove great and I think we should be able to see the value in their purchase.
5. We should be in good shape to provide anything needed for the Rt. 11 & 12 rush for Sept. and Oct.
6. Looking to the near future we are close to sending the request for bid on the two ParaTransit Vans. We will start hiring and training as needed for two new drivers.
7. We saw a dip in ridership numbers for the end of Aug. but that was related to Rt.11 and 12 numbers. If you look at our year round routes we still had growth in ridership.

RIDE ASSIST Report
September 2016 Board Meeting
Jennifer Geisler

- In August, Paratransit had 680 rides for an average of 28 rides per day. There was an 8.3% increase in all RideAssist rides from August 2015. The ADA rides decreased 4.1% from last August, 516 rides to 495 ADA rides. We provided 90 RideCare rides for August.
- Dial-A-Ride had two rides in the month of August.
- There were seven new ADA Paratransit applications received. Two used the ADA service in their first month. Two live in the Miles Crossing area that is zoned Dial-A-Ride service area only.
- The Paratransit drivers sold 4 orange ticket books and 16 green ticket books.
- There were 141 veteran rides given.
- There were 0 ride denials for ADA Paratransit rides.
- For the month of August, we provided four ADA weekend ride requests.
- For the months of July and August our Paratransit drivers received \$45 in tips. This shows the appreciation our clients have for the service we provide.

Paratransit Fares Collected for June

- Para-transit Fares: \$912.00
- Tickets Collected: \$532.00
- Medicaid Collected: \$1541.00
- Ticket books sold: \$492.00

Marketing and Outreach Report
September 2016 Board Meeting
Mary Parker

SETD Outreach and Marketing has to cover a lot of variables and a lot of territory ...literally. We focus our efforts in many direction and on many levels. We are guided by requirements from our funding sources, laws, state, federal, and local community needs, transit needs, physical needs and our own internal needs. I am so hopeful that this new fiscal year with our fresh budgets, our fresh minds, our fresh outlook and our combined efforts that we will have a clearer and more organized plan in “reaching out” to our community in every way we can to improve our relationship, our ridership and our positive influence and our assistance in supporting and improving lives and lifestyles in our region.

Together we are stronger. Shana, Shasia and I are the official SETD Outreach Team. We have separate titles and focuses but common goals. We have been and will be working together to develop a presentation program including a packet of outreach materials about our services that is designed to be usable and interchangeable by staff, readily available and in supply so that we can respond even on short notice to make a presentation and can provide to these packets to others in community as well so that our service information is always readily available to the share. Our presentation packet will include a Transit Training signup sheet that offers further, one on one or group training. We will also ask participants to evaluate the presentations so we get feedback and can make sure that our training format and materials have been helpful and easy to understand.

We are planning to make a presentation for the Board at the October Board Meeting.

Mobility Management Report
September 2016 Board Meeting
Shana Verley

***Training and Research**

This month I completed the courses Cardiopulmonary Resuscitation and First Aid

I participated in the following webinars: 101 Webinar Series: Rides to Wellness RTAP, Innovations in Accessible Mobility Grant Applicants, Cornell Yang Tan Institute Webinar: ADA & Aging Americans, A More Efficient Model for ADA Paratransit Delivery, 101 Webinar Series: Title VI Requirements, RTAP Customer Driven Service.

***Outreach**

This month I worked on putting together packets that contain brochures, schedules, applications, and other information mostly pertaining to the SETD programs, for AARP, Extraordinary Living, and Travel Training.

Transportation Options Report
September 2016 Board Meeting
Shasia Fry

Safe Routes to School

Now that School has started and Administration is back in office, I am going to be resending out emails to the schools and districts, asking them to participate in Walk and Bike to School day in October. I was not very successful with past emails sent out in July, due to administration being away.

I have been meeting regularly with Dale Mcdowell from Seaside Public works. He is very interested in starting a Safe Routes to School program. Dale has tried in the past to start a Safe Routes program but due to changes in location and administration the school was not ready to begin a program. We requested to give a presentation to the school board in September to gain support of the program. The board approved our request and we will be presenting on the 20th of September. I have been preparing packets and the presentation with help from the Oregon Safe Routes to School chapter.

Drive Less Oregon Challenge

The Oregon Drive Less Challenge begins the 1st of October. Kelly Bantle and I have finalized our media marketing materials and have sent our newspaper inserts to print. These inserts will be in both the Daily Astoria and Hip Fish. We have approved and ordered our collateral for the challenge and it should be delivered the 4th week of September.

I have been in contact with Columbia and Tillamook County about their need and ideas for marketing outreach for the challenge. Both transit agencies have agreed to posting flyers and information up for their riders in shelters and on the buses. I will be doing the same for Sunset Empire. I will be doing 2 full weeks of challenge outreach starting the 4th week of September. I will be riding the buses in all 3 counties signing people up, as well as attending 2 community meetings to spread the word.

Travel Training

Shana and I have been working closely together on creating a travel training curriculum. We have been working on slide show presentation that explains the different program that SETD offers. I will be assisting her in her Travel Training at the Senior Center on Sept. 15th

Admin

- We added paging to our phone system which allows a person to page all the phones at both offices. This is nice when trying to track down someone and you know they are at the other building.

Operations

- We will get the route signs ready for the new buses.
- The Operation Manager, Scott, needs to get a new computer soon. It is one of the oldest computers we have left in the company. We will need to wait until later in the year when we have more money in the bank.

Mobility:

- Our Mobility Management Coordinator, Shana, has need of a new computer. We have it budgeted but we are at the time of year where we get a little tight with cash. We will be looking to get her a new laptop later in next quarter.

RideCare:

- The phone system is just about ready to add recording of phone calls. This will allow RideCare to have backup to when clients accuse them of wrong doing. Also, it will allow for additional training when our workers make errors.
- We are still negotiating with Byron (original programmer of OBSS) and his son Nick on a plan to support and update OBSS. There has been no decision made about continuing with OBSS or going a different direction.
- Sarah has a new computer.
- Several of the phone headsets are losing their charge. Jason is going to purchase a trial replacement battery to see if they will be a good, low cost, solution for the other headsets.
- There was an issue with us receiving large faxes. I contacted the phone company and I believe we got it worked out.

Transportation Options:

- Our Transportation Options Specialist, Shasia, has need of a new computer (buttons have fallen off of it). We have it budgeted but we are at the time of year where we get a little tight with cash. We will be looking to get her a new laptop later in next quarter.

Misc:

- I'm slowly learning all the systems that Konnor put into place. It has been a challenge to relearn all the systems while doing my job but my staff has done a great job covering for me while I continue the IT work.

Human Resource Report
September 2016 Board Meeting
Tami Carlson

- August 1st met with Wendy DiChiara from Brown & Brown. Wendy is our new contact for our insurance agent. We reviewed the renewal for our Worker's Compensation policy. Our rate increased this year due to a past injury in 2014. We are focusing on correcting unsafe conditions and unsafe behavior through SDAO Online Safety Trainings for all employees.
- The employees had the pleasure of meeting our new Valic Rep. Terry Helland. Terry took the time to meet with employees who chose to do so individually. We plan to have him back in the fall to speak at a driver's meeting.
- In-house posting for Shop Assistant resulted in the transfer of Curt Dean. Curt was hired as a relief driver in April this year. Curt has general mechanic skills that he brought with him from previous experience. Congratulations Curt!
- An in-house for a full-time ParaTransit driver resulted in the hiring of Denny Cook. Denny replaced Maryanne Champagne who moved to Ops. Assistant last month. Denny worked for SETD from 2009 to 2011 and was rehired in April 2015 as a relief/part-time fixed route driver. Congratulations Denny!
- RideCare interviews continued and we added another CSR/Dispatcher to the team. Sarah Desrochers was rehired this month. Sarah was a previous employee of RideCare from July 2014 to May 2015. Welcome Back Sarah!
- Interviewed two potential candidates for an in-house IT Specialist. Options are to fill the position internally or contracting out IT consulting services for the district.
- August 18th at the monthly driver's meeting we had a SETD "BBQ" to give thanks to employees for all they do. Thank-you!
- In August Safety Committee members did quarterly building inspections at all SETD sites. Astoria Transit Center; Warrenton Office/Bus yard; Seaside Kiosk; RideCare.
- August 30th attended monthly Safety Committee meeting.
- August 31st attended webinar presented by the National RTAP on Substance Abuse Training. This is a FTA mandatory training for all safety sensitive employees.

- In the month of August, Ride Care hired its 9th team member as a dispatcher/call taker CSR. Sarah Desroches worked for us 15 months ago and was a success. We were happy to hear that she had moved back into the area and was looking for work and set up an interview for our final spot. This now completes the manager's proposal to add 2 new staff members to the Ride Care team to help in the ever growing business of Non-Emergent Medical Transportation.
- Ride Care also brought back the Volunteer Dispatching Coordinator position to help with the increasing responsibilities of maintaining this program. Donna Buganan was moved from dispatching Clatsop County rides to maintaining the Volunteer program. This position calls for very good individual relationship building between us and the volunteers. With a single point of contact for the Volunteers and the State billing office, the processing of the Volunteer needs will be more consistent.
- Jason has continued with the monthly CPCCO Clinical Advisory Panel. The agenda was a little light for this meeting as we were simply maintaining the group.
- Ride Care experienced a busy August with our total IN/OUT call totals hitting the second highest total ever of 10,480 which gave us an average of 456 daily calls. Because of our increased staffing, the average calls per day per call team member was still high (97) but with the increased backup made the increased business more manageable. Our average call is now almost 30 seconds better averaging 2.5 minutes per call while members wait times have dramatically decreased to an average of 4 minutes. We want the hold times to decrease to less than 3 minutes – our total office experience will grow in the coming months and in doing so will drop that hold time.