



Tillamook County Transportation District
3600 Third St, Suite A
Tillamook, OR 97141
503-842-8283

Request for Proposals:
Answers to Questions Received

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1. This RFP states that the proposal should be no longer than 35 pages, including attachments. While referring to the attachments in this statement, are we also including the 11-page professional services contract in that page count?

- No, the professional services agreement will not be considered in the 35-page limit.

2. We also sent the RFP to our Business Services group for review, and they are requesting the following:

Professional Services Contract

As written, Subsection B. of Article VII extends beyond the CONTRACTOR'S proportionate share and subjects it to uninsurable claims. Would TCTD be amenable to modifying as follows upon any contract award:

VII. INDEMNITY

B. CONTRACTOR shall indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any its officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by CONTRACTOR from and against any and all Claims. CONTRACTOR, nor any attorney engaged by CONTRACTOR, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that CONTRACTOR is prohibited from defending State or that CONTRACTOR is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against CONTRACTOR if State elects to assume its own defense.

- This recommended change will be allowable.

3. Task 1 involves presenting progress updates to the TCTD TAC and Board. Can these updates be provided virtually, or should they be in person?

- They can be done virtually.

4. Do you feel that the presentation of the final report (Task 8) should be in-person, or could this be provided virtually to the TAC and Board?

- This can be done virtually.

5. Task 7 involves presenting the draft plan to the TAC in a workshop, as well as to the Board. Could these 2 presentations be accomplished during the same 1- or 2-day period?

- I would prefer more time in between to confer with staff about possible amendments to the draft.

6. Can you provide 2-3 bullet points that summarize the agency's nonemergency medical transportation activities/services?

- TCTD uses its dial-a-ride fleet to provide NEMT trips during the same hours and days of service the dial-a-ride service is in operation. This fleet provides NEMT trips earlier in the AM and on Saturday. TCTD operates the NW Rides NEMT brokerage and coordinates NEMT trip throughout Tillamook, Clatsop and Columbia counties.