

LANE COUNCIL OF GOVERNMENTS



Request for Proposals No. 2020-0003 Florence/Eugene Pilot Bus Route

Date Issued:	November 7, 2019
Pre-proposal Meeting:	November 18, 2019; 4:00 p.m., Pacific Time
Question Deadline:	November 25, 2019; 5:00 p.m., Pacific Time
Response to Questions:	November 27, 2019; 5:00 p.m., Pacific Time
Proposal Deadline:	December 12, 2019; 11:00 a.m., Pacific Time
Anticipated Contract Term:	December 2019 – June 30, 2021, with the potential to extend to February, 2022 18-month to 24-month pilot project
Validity Period:	Ninety (90) days after the proposal closing date shown above
Single Point of Contact:	Kelly Clarke, Senior Transportation Planner 859 Willamette Street, Suite 500 Eugene OR 97401 Email: KClarke@lcog.org Phone: 541-682-4026
Submit Proposal:	via a USB flash drive mailed to Single Point of Contact

NO PAPER, FACSIMILE, OR E-MAILED PROPOSALS WILL BE ACCEPTED.



**LANE COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSALS (RFP)
Florence/Eugene Pilot Bus Route
RFP No. 2020-0003**

Posting Date: November 7, 2019

**Proposals Due: December 12, 2019
Time: 11:00 a.m., Pacific Time**

LCOG OVERVIEW

Lane Council of Governments (LCOG) is an independent public agency that is established and supported by its member agencies to coordinate and provide high-quality public services within Lane County, Oregon.

SECTION 1: GENERAL INFORMATION

The Oregon Transportation Commission recently awarded Statewide Transportation Improvement Fund (STIF) funding to the Lane Council of Governments for the implementation of an eighteen (18) to twenty-four (24) month pilot bus route between the communities of Eugene and Florence. The route will connect the Eugene-Springfield metropolitan area (population ~250,000) with the coastal town of Florence (population ~8,500) with a public transportation service along Highway 126. The route will connect the communities of Veneta, Noti, Walton and Mapleton along the way.

LCOG is seeking a qualified transportation contractor to work with LCOG staff to determine route stops and schedule and to operate this route. The selected Contractor will lease from the Confederated Tribes of Coos, Lower Umpqua, Siuslaw Indians a 26' Glavel Tital II Low Floor cutaway bus to provide this service.

The route will provide a vital link in the statewide public transportation network and an option for people traveling between the valley and coast for medical, recreational, educational, shopping and personal needs. This is an eighteen (18)-month pilot project with a potential to add an additional six (6) months of service, pending funding. The pilot will not only provide a service but also serve as a gauge for the viability and sustainability of possible future public transportation projects in the area. LCOG is targeting a late-January to early February 2020 start timeframe.

Non-Discrimination. LCOG, in accordance with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252. 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that all business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

SECTION 2: PROJECT INFORMATION

The successful Contractor is responsible for, but not limited to, all of the following:

- Labor
- All applicable licensing and insurance requirements
- Consistently operating two to three (2 to 3) daily round-trip routes, seven (7) days per week. Route schedule to be determined through work with LCOG staff and a route advisory committee.
- Performing assigned work with a high-level of customer service and passenger awareness
- Collecting fares from customers upon boarding
- Tallying customers upon boarding for passenger counts
- Producing monthly reports detailing passenger counts, farebox revenue, vehicle maintenance costs, etc. Contractor will also be responsible for providing reports as required by Oregon Department of Transportation (ODOT) and the National Transportation Database (NTD).
- Pre-trip and post-trip vehicle assessments
- Arranging preventative maintenance on the provided vehicle to ensure that the service remains consistent and dependable
- Responsibility for compliance with FTA requirements related to the Civil Rights Act, Americans with Disabilities Act and Drug and Alcohol testing
- Reporting any service disruptions, passenger injuries, or liability issues to the Contract Manager

The Eugene/Florence bus route will connect with the Rhody Express transit service in Florence and the Yachats/Florence Connector which runs between the communities of Florence and Yachats. It will eventually connect with another STIF funded route planned between the communities of Coos Bay and Florence and to be run by Coos County Area Transit. Depending upon the eastern terminus (i.e. the Eugene Transit Station or the Lane Transit District's Willow Creek Facility) the length of this service is 54 to 60 miles in each direction; 108 to 120 miles roundtrip. The successful contractor will work with LCOG staff and a Route Advisory Committee to determine the route schedule and stops, but contractors should anticipate the route will run roundtrip two to three times per day (one morning, one mid-day and one late afternoon), seven days per week. Preparation and planning of the daily schedule will be developed by LCOG staff, the selected contractor and a Route Advisory Committee.

The Contractor will be responsible for collecting cash fares from each customer as they board the vehicle. Any contract awarded as a result of this RFP will be a reimbursement-based contract, not to exceed established funding levels. The level of compensation to be paid will be determined by line-item expenditures as stipulated in the contract. Payments will be received on a monthly basis for services delivered the previous month. Contract-related resources such as fares and donations will be recorded and contributed to allowable costs of the program. The Contractor shall maintain financial information necessary for the rendering of invoices for reimbursement and to fulfill auditing requirements.

The Contractor will provide monthly reports accounting for mileage, passenger counts, farebox revenue, preventative maintenance and fuel costs. The Contractor will agree to report additional information, at the Contract Manager's request. At the end of the contract, the Contractor will provide a final summary of the service, providing totals of the above categories. The Contractor will also provide an inventory of, and subsequently return, all LCOG or Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indian-owned property.

CTCLUSI owns the primary bus that would operate under the pilot. They may need to use the primary bus from time to time for tribal transit. Proposals should address opportunities for the successful Contractor to provide a backup vehicle during these days.

SECTION 3: INSTRUCTIONS TO PROPOSERS

A. Requirement for Electronic Proposals

Prior to the RFP closing time, Proposer shall submit in a sealed envelope addressed to the Single Point of Contact, a USB drive, DVD, or CD with the following electronic files in Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx) format:

- One copy of its electronic Proposal,
- An electronic copy of a completed Proposal Coversheet (RFP Attachment A) that bears the signature of Proposer's authorized representative, and
- Any other submittal requirements specified in this RFP.

Single Point of Contact: Kelly Clarke
Senior Transportation Planner
Lane Council of Governments
859 Willamette Street, Suite 500
Eugene OR 97401
Email: KClarke@lcog.org
Phone: 541-682-4026

Proposals must be mailed via a USB flash drive to the Single Point of Contact **by 11:00 a.m., Pacific Time, December 12, 2019**. Late submittals will not be considered.

Right of Rejection and Irregularities. LCOG reserves the right to reject any or all proposals upon a good cause finding if it is in the public's best interest and is not liable for any costs the firm incurs while preparing or presenting the proposal. All proposals will become part of the public file without obligation to LCOG. LCOG enforces the right to wave irregularities anytime through the solicitation process.

Late Proposals. Proposals received after the date and time indicated herein will not be accepted. Requests for extensions of the proposal closing date or time may be requested prior to the deadline for receipt of Proposer questions noted above. Timely requests will be considered, but LCOG reserves the right to extend the due date or decline to extend the due date at its sole discretion.

One Proposal; Partial Proposals. A Proposer may not submit more than one (1) proposal in response to this solicitation. No partially completed proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.

Single-Proposer Responsibility. Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must propose all professional services/goods and provide all

materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task being proposed.

Withdrawal or Modification of Proposals. Proposals may not be modified after the due date and time for proposal submittal. Proposals may be withdrawn by Proposer before proposal due date and time as permitted as coordinated with the Single Point of Contact.

Requests for Clarification or Modification. All requests for clarification or modification of the RFP must be directed to the Single Point of Contact. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to all interested Proposers. Where applicable, Proposers are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value must be defined as any cost or savings to LCOG and the advantage to LCOG of the proposed change.

Addenda. When appropriate, as determined by LCOG in its sole discretion, revisions, substitutions, or clarifications of the RFP will be issued as Addenda to this RFP. Verbal, faxed, or e-mailed instructions, interpretations, and changes must not serve as official expressions of LCOG and must not be binding. All cost adjustments or other changes resulting from said addenda must be taken into consideration by Proposers and included in their proposals. All addenda issued by LCOG must be acknowledged by Proposer on the Acknowledgement of Addenda form.

Experience and Qualifications. Proposer must demonstrate to the satisfaction of LCOG that they and any subcontractors they may propose possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.

Ambiguity in Specifications. Proposers must promptly notify the Single Point of Contact of any ambiguity, inconsistency, or error that they may discover upon examination of the proposal documents.

Award of Contract(s). Award of Contract(s) for RFP will be made to the responsive and responsible Proposer(s) whose proposal(s) is/are most advantageous to LCOG, all selection criteria considered, to include interviews and best and final offers, if conducted.

Solicitation and Attachments. This RFP will be incorporated into and made a part of the final Contract. In the event of a conflict between the provisions contained in this RFP and the Contract (including any attachment or exhibit thereto), the terms in the Contract will control.

B. Pre-proposal Meeting

LCOG has scheduled a pre-proposal meeting for this project starting at 4:00p.m., November 18, 2019, at the Lane Council of Governments office, in the Buford Conference Room, located at 859 Willamette Street, Suite 500, Eugene, Oregon 97401. All interested Respondents are invited to attend this pre-proposal meeting. Interested Respondents may also call-in to meeting:

Dial-in Info: 541-682-1094
Participant Code: 737-6596

C. **Questions/Clarifications**

Questions or requests for clarification concerning this RFP should be directed to the Single Point of Contact for review and response. **The deadline for submittal of questions is 5:00 p.m., Pacific Time, on November 25, 2019. LCOG will respond to each question by 5:00 p.m., Pacific Time, on November 27, 2019.**

Single Point of Contact: Kelly Clarke
Senior Transportation Planner
Lane Council of Governments
859 Willamette Street
Suite 500
Eugene OR 97401
Email: KClarke@lcog.org
Phone: 541-682-4026

SECTION 4: PROPOSAL CONTENTS

Responsive proposals must include the following information:

1. **FIRM INFORMATION:** Provide a brief history of the firm's qualifications and its experience in performing work similar in nature to the Scope of Work. Provide a brief history on past and/or current experience; experience working with public and private agencies. The successful Contractor must have a minimum of three (3) years' experience in passenger transportation services.
2. **PERSONNEL INFORMATION:** Provide information on those assigned to work with LCOG, including a description of their experience in providing these services.
3. **PLAN OF OPERATION:** Provide a plan of operation to achieve the objectives set forth in the Scope of Work. Describe the firm's plan for customer service.
4. **REFERENCES:** Provide at least three (3) references for which the firm has completed similar work. References must include project title, final dollar cost, period of performance, name of project manager, name of client, and contact person with title, address, and current phone number.
5. **PROPOSED PRICING:** Provide a sample billing based off of the duties outlined in the Scope of Work. The sample must be itemized to show individual costs of services.
6. Provide a sample invoice (sensitive information may be redacted to protect the privacy rights of individuals).
7. Completed forms for Exhibits 1 through 9 included in Attachment B.
8. LCOG does not wish Proposers to submit elaborate or detailed proposals, and economy of presentation should be emphasized.
8. Proposers must immediately notify LCOG of any ambiguity, error, or omission in the RFP and associated proposal documents. A Proposer desiring clarification of the meaning of any aspect of the RFP and associated bid documents must request the clarification in writing. If LCOG

determines that a clarification is required, LCOG shall furnish the additional information to all prospective Proposers in the form of an addendum to the RFP. Requests for clarification, or reports of errors or omissions, must be directed to the Single Point of Contact prior to the deadline for submittal of questions.

9. Proposers wishing to take exception to any LCOG General Terms and Conditions must direct requests to the Single Point of Contact prior to the deadline for submittal of questions. Requests for exception will be considered, but approval is at the sole discretion of LCOG.

SECTION 5: SELECTION CRITERIA

In selecting the qualified firm, LCOG will evaluate proposals on the basis of the following criteria:

DESCRIPTION OF CRITERIA	POINTS POSSIBLE
Capacity to Perform Work: <ul style="list-style-type: none"> • Work efficiently and within reasonable time constraints. • Ability to perform necessary work under the contract. • Ability to provide services within the overall project budget. 	40
Professional Qualifications: <ul style="list-style-type: none"> • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work. 	40
Price	10
References	10
TOTAL POSSIBLE SCORE	100

LCOG reserves the right to refuse all proposals, terminate the RFP process without contract award, waive any irregularity in any proposal, seek clarification from any Proposer, conduct interviews, or negotiate with any applicant. It is LCOG’s intention to award a single contract for these services.

SECTION 6: PROCESS FOR EVALUATION; CONTRACT AWARD AND NEGOTIATION

LCOG’s Evaluation Committee will evaluate proposals and score each one in accordance with the selection criteria and the points allotted for each criteria, as set forth above. Following initial review and scoring of all responsive proposals, the Evaluation Committee may choose to conduct interviews with the most qualified firms. LCOG may or may not choose to request Best and Final Offers from the most qualified firms during this process. All firms submitting proposals will be notified of the results of this solicitation.

LCOG will notify all Proposers in Writing (via email) that LCOG intends to award a Contract to the selected Proposer(s) subject to successful negotiation of the Contract. An Affected Proposer shall have 7 calendar days from the date of the Intent to Award to submit a written protest. Any such written protest must be in accordance with ORS 279B.410.

LCOG will negotiate in the best interest of the government, the detailed SOW for inclusion in the Contract and costs for performing the services. LCOG will, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if LCOG and Proposer are unable for any reason to reach

agreement on a Contract within a reasonable amount of time. LCOG may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on until negotiations result in a Contract. LCOG may end this solicitation if negotiations do not result in a Contract within a reasonable amount of time, as determined in the sole discretion of LCOG.

SECTION 7 - APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The submittal requirements in this Section 7 apply only to a Proposer that receives intent to award notice following LCOG’s evaluation and scoring of Proposals (and interviews, if conducted). Failure to submit required submittal items in a timely manner may result in LCOG rescinding the intent to award notice and issuing notice of intent to award to the next ranked Proposer.

- **CERTIFICATES OF INSURANCE**

Prior to Contract execution, selected Proposer shall provide certificates of insurance (hard copy or electronically via e-mail or fax) for insurance coverage required in the Sample Contract (RFP Attachment C).

SECTION 8: PROCUREMENT TIMELINE

Provided below is the proposal procurement timeline. Unexpected events may cause the timeline to change. LCOG reserves the right to revise the procurement timeline.

Date	Event
November 7, 2019	RFP Project Advertised - RFP Issued
November 18, 2019	Pre-proposal Meeting @ 4:00 p.m.
November 25, 2019	Vendor Questions Due by 5:00 p.m.
November 27, 2019	Vendor Question Answered by 5:00 p.m.
December 12, 2019	Proposal Closing Date by 11:00 a.m.
December 19, 2019	Evaluation Committee Meeting – Evaluate Proposals
January 3, 2020	Issue Notice of Intent to Award

ATTACHMENT A - PROPOSAL COVER SHEET

Part I - Proposer Information and References RFP#: 2020-0003

Legal Name of Firm as provided to IRS: _____
DBA Name (if different than legal name): _____

DUNS Number: _____	Is Proposer registered as a foreign corporation in Oregon? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Ltd. Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Ltd. Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____	
State of Incorporation/Organization: _____	
Mailing Address: _____	
Type name of authorized contact for this RFP: _____	
Email address: _____	
Telephone: _____ Fax: _____	
Type name of person(s) authorized to sign Contract: _____	

Part II - Proposer Certifications

By signing below, the authorized representative on behalf of Proposer certifies that:

1. Proposer agrees to and shall comply with the terms and conditions of the sample contract associated with this RFP and all requirements, specifications and terms and conditions contained within the RFP (and all Addenda, if any).
2. All contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Cover Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty. No attempt has been made or will be made by Proposer to induce any other person to submit or not submit a Proposal. Proposer understands that any statement or representation it makes, in response to this solicitation, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the **Oregon False Claims Act**, ORS 180.750(1)}, made under the resulting Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
3. Proposer has available the appropriate material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities.
4. Proposer is not experiencing financial distress or having difficulty securing financing, and has sufficient cash flow to fund day-to-day operations throughout the proposed Contract period.
 - a. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO .
 - b. If "YES" above, indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:
5. Proposer has not been notified within the last 3-year period of any delinquent Federal, State or local taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
6. Proposer, its principals and major subcontractors (major subcontractor is defined as receiving 10% or more of the total Contract amount) have not presently, or within the last 3 years, been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

7. Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. And, pursuant to ORS 279A.110, Proposer has not and Proposer will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055.
8. Proposer has an operating policy supporting equal employment opportunity
9. Proposer's employees and agents are not included on the list entitled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
10. Proposer and its Principals, and any of its prospective subcontractors for this award are not presently debarred, suspended, disqualified, proposed for debarment or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon, and does not have an Active Exclusion on the System for Award Management (SAM) which is available at <https://sam.gov/>.
11. Proposer, acting through its authorized representative, has read and understands the RFP instructions, specifications, and terms and conditions contained within the RFP (including the sample contract) and all Addenda, if any. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) a previously-issued RFP, if any.

Signature: _____ Date: _____
(President or Authorized Representative of Proposer)

Print Name: _____ Title: _____

ATTACHMENT B - CHECKLIST AND FORMS

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled nonresponsive. Nonresponsive proposals will not be evaluated or considered for a contract award. Please sign and date each form and/or certification.

- Firm Information
- Personnel Information
- Plan of Operation
- References
- Sample Invoice
- Exhibit #1 – Proposer Questionnaire
- Exhibit #2 – Acknowledgement of Addenda to RFP
- Exhibit #3 – Organizational Conflict of Interest
- Exhibit #4 – Federal Debarment & Suspension Certification
- Exhibit #5 – Affidavit of Non-Collusion
- Exhibit #6 – Certification Regarding Lobbying
- Exhibit #7 – Contractor’s Representation and Warranties
- Exhibit #8 – (Intentionally Omitted)
- Exhibit #9 – Proposed Pricing

EXHIBIT #1
PROPOSER QUESTIONNAIRE

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Accounts Receivable Address, if different from above:

Telephone No.: _____

E-mail Address: _____

Organized under the laws of the State of _____

Principal place of business located at _____

Taxpayer Identification Number: _____

Indicate which of the following apply (mark all that apply):

- Corporation
- Partnership
- Sole Proprietor
- Small Business
- Disadvantaged Business Enterprise (DBE)

Certified by _____

B. OTHER INFORMATION

1. General character of work performed by your firm:

2. Has your firm ever failed to complete any work awarded to you? If yes, explain.

3. Has your firm ever defaulted on a contract? If yes, explain.

4. Indicate the names of subcontractors, if any, proposed for this project and whether the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds¹:

- Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- Has a proposed debarment pending; or
- Has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

CERTIFICATION

I certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposals, including all state and federal laws and certify that I am authorized to sign for the Proposer.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

¹ Any of the above conditions will not necessarily result in denial of award but will be considered in determining Proposer responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

EXHIBIT #2
ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #3
ORGANIZATIONAL CONFLICT OF INTEREST
AND AVOIDANCE/MITIGATION PLAN

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to Lane Council of Governments; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
3. Has an unfair competitive advantage.

SECTION I. List potential organizational conflicts of interest. An organizational conflict of interest exists where other activities, relationships, or contracts of a contractor inhibit, affect, or prevent the contractor from rendering impartial assistance or advice to LCOG; a contractor's objectivity in performing the contract work is or might be otherwise impaired (e.g., a contractor assisting with a design might have a financial interest in a product or system that could be utilized in implementing that design); or a contractor has an unfair competitive advantage which might be gained through its involvement in writing, or reviewing the solicitation and contract documents, including the scope or specification except as part of a general industry review.

SECTION II of this disclosure statement describes the management plan for avoiding or neutralizing the potential Organizational Conflicts of Interest as described in SECTION I of this disclosure statement. I acknowledge that Lane Council of Governments may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that Lane Council of Governments has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.

SECTION Ia – Name of Person or Firm Potentially Conflicted:

SECTION Ib – Current Project Name and Scope of Work:

SECTION Ic – Future Project Name and Description of Potential Conflict of Interest:

SECTION II - Plan for Managing Potential Conflicts of Interest. (ATTACH PLAN IMMEDIATELY FOLLOWING THIS DOCUMENT)

Signed _____ Date _____

Printed Name and Title _____

EXHIBIT #4
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 U.S.C. § 6101 and similar federal requirements regarding debarment, suspension, and ineligibility with respect to federally funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier (subcontractors) covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Lane Council of Governments. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to Lane Council of Governments, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions (subcontractors).

If the proposer or proposer is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space _____.

Signature of the Proposer or Proposer Authorized Official

Name and Title of the Proposer or Proposer Authorized Official

Federal ID #

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**

"Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transaction"

- a. The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lane Council of Governments (LCOG) may pursue available remedies, including suspension and/or debarment.
 3. The prospective contractor shall provide immediate written notice to LCOG if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "persons," "lower-tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
 5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by LCOG.
 6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.
 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, LCOG may pursue available remedies including suspension and/or debarment.

EXHIBIT #5
AFFIDAVIT OF NON-COLLUSION

I state that I am (sole owner) (a partner) (officer of the foregoing corporation) (agent of the above bidder) of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
2. That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I, _____, state that I understand and acknowledge that the above representations are material and important, and will be relied on by Lane Council of Governments in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lane Council of Governments of the true facts relating to the submission of bids for this contract.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #6
CERTIFICATION REGARDING LOBBYING
APPENDIX A, 49 CFR PART 20 CERTIFICATION REGARDING LOBBYING⁵
Certification for Contracts, Grants, Loans, and Cooperative Agreements Exceeding \$100,000

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal-appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. **NOTE: CONTRACTORS AND REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

⁵ The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by the Lane Council of Governments when the transaction referred to in this solicitation is made or entered into.

EXHIBIT #7
**STATE OF OREGON CONTRACTOR'S REPRESENTATIONS
AND WARRANTIES CERTIFICATION**

Contractor hereby represents and warrants to Lane Council of Government (LCOG) that:

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor's knowledge, after due inquiry), has never knowingly or intentionally failed to comply with (as provided in ORS 305.385(6)):
 - (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any goods and/or services to be provided to LCOG, in the performance of Contractor's obligations under this Contract, shall be provided to LCOG free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #8 (Intentionally Omitted)

**EXHIBIT #9
 PROPOSED PRICING**

INSTRUCTIONS: Please complete this form to provide your proposal price for the criteria listed below.

The rate includes all labor, materials, and transport as specified in the Scope of Work.

BASE YEAR 1

<u>Hourly Rate</u>	X	<u>Hours/Day</u>	X	<u>Weekday Service Days</u>	=	<u>Total</u>

The undersigned proposer submits this proposal to Lane Council of Governments (LCOG) in accordance with LCOG's Request for Proposal (RFP). The undersigned agrees that this proposal constitutes a valid firm offer that shall not be withdrawn sooner than ninety (90) calendar days after proposals are opened.

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with LCOG that incorporates the terms and conditions of the entire Request for Proposals package.

The person signing this Proposed Pricing Exhibit for the proposal certifies that he or she is authorized by the proposer to sign on the proposer's behalf, and that the proposer shall be bound contractually by that signature.

The documents enclosed with this proposal shall be made a part of the contract if the contract is awarded to this proposer. This proposal is made without connection with any other person, firm, or corporation making a proposal for the same contract, and is in all respects fair and without collusion or fraud.

If awarded the contract, Proposer agrees to deliver to LCOG the required insurance certificates within ten (10) calendar days of the Notice of Award.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

ATTACHMENT C - SAMPLE CONTRACT

The Sample Contract (including its terms, conditions and Exhibits) is not physically attached but incorporated into this RFP with the same force and effect as though fully set forth herein.

Attachment B is available as a separate file posted with this RFP at the following Website: <http://www.lcog.org/1086/RFP-FlorenceEugene-Pilot-Bus-Route>; or may be requested by email from the Single Point of Contact for this RFP.