



**DATE:** July 1, 2021  
**TO:** Potential Proposers  
**FROM:** Elena Kuhnhenh, Senior Fiscal Analyst  
**RE:** Florence-Yachats Connector Bus Route Request for Proposals No. 2021-0002

### RFP ADDENDUM #1

This Addendum modifies the Request for Proposal (RFP) document(s) only to the extent indicated herein. Proposer must be responsive to any requirements of this Addendum as if the requirements were set forth in the originally issued RFP. Failure to do so may result in Proposal rejection.

This addendum details revisions to pre-existing language in the RFP either by ~~strike through~~ for deletions or underlining for insertions.

#### Revision 1 ADDITION

Section 1.2 SCHEDULE

Amended to include bid opening date and location.

Event	Date	Time
Questions / Requests for Clarification Due	July 9, 2021	9:00 AM
Answers to Questions / Requests for Clarification Issued (approx.)	July 14, 2021	
RFP Protest Period Ends	7 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
<u>Bid Opening Date and Location</u>	<u>August 2, 2021 2pm at 859 Willamette Street, Eugene, Or. 97401</u>	
Presentations, Demonstrations, or Interviews	TBD (if required)	
Issuance of Notice of Intent to Award (approx.)	August 26, 2021	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

**Revision 2 CHANGE**

## Section 2.1 AUTHORITY

Amended to state authority reference.

Agency is issuing this RFP pursuant to its authority under ~~ORS 279A.050~~ LCOG Public Contracting Rule 137-047-0260.

**Revision 3 CHANGE**

## Section 2.2 DEFINITION OF TERMS

Amended to state definition reference.

For the purposes of this RFP, capitalized words are defined in ~~OAR 125-246-0110~~ LCOG Public Contracting Rule or as defined below.

**Revision 4 CHANGE**

## Section 4.1 PUBLIC NOTICE

Amended to include office where the RFP and Contract may be viewed.

The RFP and attachments are published on the Agency website (<https://www.lcog.org/1134/Requests-for-Proposal>) and in Oregon Buys at <https://oregonbuys.gov/bsol/>.

RFP and attachments may be viewed at the Agency office located at 859 Willamette Street, Eugene, Or. 97401. RFP documents will not be mailed to prospective Proposers.

**Revision 5 CHANGE**

## Section 4.8 PUBLIC OPENING

Amended to state public opening date and location.

See Section 1.2 Schedule as amended for public opening date and location. ~~A public opening will not be held.~~ Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to LCOG Rule OAR 137-047-0630.

**Revision 6 CHANGE**

## Section 5.2.1 PROTEST SUBMISSION

Amended to add protest reference.

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a written protest. Award protests are subject to LCOG Rule 137-047-0740, and as outlined below.

**Revision 7 STRIKE**

## Section 5.3.4 PAY EQUITY CERTIFICATION

Amended to strike this section as it only applies to State agencies.

~~If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more~~

~~full-time workers, Proposer shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit [www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf](http://www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf). This requirement is also set forth on Attachment D – Responsibility Inquiry.~~

~~ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.~~

### **Revision 8 CHANGE**

#### Section 5.4.1 NEGOTIATION

Amended to clarify language.

After selection of a successful Proposer, Agency may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment B), with the exception of Statement of Work and price, as outlined below. ~~these terms listed below for negotiation.~~

Proposer shall review the attached Sample Contract and note exceptions, if any. Proposer must submit those exceptions to Agency during the Questions / Requests for Clarification period set forth in Section 1.2. Unless Agency agrees to modify any of the terms and conditions, Agency intends to enter into a Contract with the successful Proposer ~~substantially~~ in the form set forth in Sample Contract.

~~It may be possible to negotiate some provisions of the final Contract; however,~~ Agency is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that Agency believes modifications to the standard provisions constitute increased risk and increased cost to Agency. Therefore, Agency will consider the Scope of requested exceptions in the evaluation of that Proposal.

Any subsequent negotiated changes are subject to prior approval of the Agency. At its sole discretion, Agency may negotiate the Statement of Work (Attachment A), and pricing. Agency reserves the right to determine the basis for compensation (e.g., fixed price, fixed price per unit, time and materials, etc.). In the event that the parties have not reached mutually agreeable terms within 120 calendar days, Agency, at its discretion, may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

### **Revision 8 CHANGE**

#### Section 6.2 GOVERNING LAWS AND REGULATIONS

Amended to include Agency's Public Contracting Rule.

This RFP is governed by LCOG's Public Contracting Rule and the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Lane County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

**Revision 9 CHANGE**

Section 6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

Amended to clarify language.

All Proposals are public record and are subject to public inspection, subject to after Agency issues the Notice of the Intent to Award. Application of the Oregon Public Records Law, which will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants Agency the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

**Revision 10 CHANGE**

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

Amended to include the following certification:

Proposer is/is not (circle one) a resident proposer, as that term is defined in ORS 279A.120.

A revised form is attached to this addendum.

**Revision 11 STRIKE**

SAMPLE CONTRACT: ARTICLE 45 HOURS OF LABOR (ORS 279C.520)

Amended to strike because it does not apply.

**ARTICLE 45 – RESERVED HOURS OF LABOR (ORS 279C.520)**

~~No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday or any legal holiday specified in ORS 279C.540.~~

**Revision 12 STRIKE**

SAMPLE CONTRACT: ARTICLE 46 PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES (ORS 279C.530)

Amended to strike because it does not apply.

**ARTICLE 46 – RESERVED (PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES (ORS 279C.530))**

~~The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums, which the Contractor agrees to pay, for such services and all monies and sums, which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service~~

**Revision 13 STRIKE**

SAMPLE CONTRACT: ARTICLE 49 PREFERENCE FOR LABOR AND MATERIAL LIENS  
(ORS 279C.615)

Amended to strike because it does not apply.

**ARTICLE 49 – RESERVED PREFERENCE FOR LABOR AND MATERIAL LIENS (ORS  
~~279C.615~~)**

All labor and material liens have preference and are superior to all other liens and claims of any kind or nature created by ORS 279C.500 to 279C.530 and 279C.600 to 279C.625

**EXHIBIT #7 – AS AMENDED**  
**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.
5. Proposer is/is not (circle one) a resident proposer, as that term is defined in ORS 279A.120.

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_