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## Request for Proposals (RFP)

Issued by: Lane Council of Governments (herein after referred to as “Agency”)

**RFP Number: 2021-0002**

**RFP Title: Florence-Yachats Connector Bus Route**

**Issue Date: June 17, 2021**

**PROPOSAL CLOSING: July 27, 2021 by 2:00 PM Pacific Time**

**Proposer Questions, RFP Protests, and Requests for Change: due via email no later than 7 calendar days prior to Proposal Closing.**

### Issuing Office / Single Point of Contact (SPC)

Single Point of Contact for this RFP:	Elena Kuhnhenh, Senior Financial Analyst
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**Proposals must be submitted to the above email address.**

# TABLE OF CONTENTS

<b>SECTION 1: GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION .....	4
1.2 SCHEDULE 4 .....	
1.3 SINGLE POINT OF CONTACT (SPC).....	4
<b>SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE.....</b>	<b>5</b>
2.1 AUTHORITY.....	5
2.2 DEFINITION OF TERMS.....	5
2.3 OVERVIEW AND PURPOSE .....	5
2.4 SCOPE OF WORK/SPECIFICATIONS .....	6
<b>SECTION 3: PROCUREMENT REQUIREMENTS.....</b>	<b>6</b>
3.1 MINIMUM QUALIFICATIONS .....	6
3.2 MINIMUM SUBMISSION REQUIREMENTS.....	7
3.3 PROPOSAL REQUIREMENTS.....	8
<b>SECTION 4: SOLICITATION PROCESS.....</b>	<b>8</b>
4.1 PUBLIC NOTICE .....	8
4.2 PREPROPOSAL CONFERENCE.....	9
4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS.....	9
4.4 SOLICITATION PROTESTS .....	9
4.5 PROPOSAL DELIVERY OPTIONS.....	10
4.6 PROPOSAL MODIFICATION OR WITHDRAWAL.....	10
4.7 PROPOSAL DUE.....	10
4.8 PUBLIC OPENING .....	10
4.9 PROPOSAL REJECTION.....	10
4.10 EVALUATION PROCESS .....	10
4.11 POINT AND SCORE CALCULATIONS .....	12
4.12 RANKING OF PROPOSERS.....	12
<b>SECTION 5: AWARD AND NEGOTIATION .....</b>	<b>13</b>
5.1 AWARD NOTIFICATION PROCESS.....	13
5.2 INTENT TO AWARD PROTEST .....	13
5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS.....	14
5.4 CONTRACT NEGOTIATION.....	15
<b>SECTION 6: ADDITIONAL INFORMATION.....</b>	<b>15</b>
6.1 RESERVED 15 .....	
6.2 GOVERNING LAWS AND REGULATIONS.....	15
6.3 OWNERSHIP/PERMISSION TO USE MATERIALS .....	16
6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.....	16
6.5 COST OF SUBMITTING A PROPOSAL .....	16

**LIST OF ATTACHMENTS**

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – SAMPLE CONTRACT

ATTACHMENT C – FORMS AND CERTIFICATIONS

## SECTION 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

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.

The Florence-Yachats Connector bus route has been operating between Florence, Oregon (pop. ~8,500) and Yachats, Oregon (pop. ~700) since September, 2018. LCOG (“Agency”) administers this route with Statewide Transportation Improvement Fund (STIF) grant funding from the State of Oregon Department of Transportation (ODOT).

Agency is issuing this Request for Proposal for a qualified transportation contractor to operate this route as described at <https://link-lane.org/>.

Additional details on the Scope of the Services are included in the Scope of Work section.

Agency anticipates the award of one Contract from this RFP.

The initial term of the Contract is anticipated to be five (5) years with options to renew for additional time as determined by Agency. The maximum total length of this contract and any additional extensions will not exceed ten (10) years.

### 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

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	
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	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any

other provision.

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY

Agency is issuing this RFP pursuant to its authority under ORS 279A.050.

### 2.2 DEFINITION OF TERMS

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

Agency:	Lane Council of Governments
CDL:	Commercial Driver’s License
Driver(s):	Contractor’s bus driver(s)
FTA:	U.S. Department of Transportation Federal Transit Administration
GTFS:	General Transit Feed Specification
Interline Agreement:	An agreement between Contractor and Interline Partner
Interline Partner:	Means Greyhound, Amtrak or other transit servicer
OAR:	Oregon Administrative Rule
ODOT:	Oregon Department of Transportation
Oregon Buys:	The State of Oregon’s web-based eProcurement system, located at: <a href="https://oregonbuys.gov/bsol/">https://oregonbuys.gov/bsol/</a>
ORS:	Oregon Revised Statute
RFP:	Request for Proposal
SPC:	Single Point of Contact. See RFP Cover Page for assigned SPC
U.S. DOT:	United States Department of Transportation

### 2.3 OVERVIEW AND PURPOSE

#### 2.3.1 Project Overview and Background

The Florence-Yachats Connector Bus Route is one of the Lane Council of Government’s two Link Lane routes. The route is 50 miles round-trip between Florence and Yachats on Highway 101. Its schedule includes four round trips per day, Monday through Saturday. It does not operate on federal holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. Tickets are sold on board on the bus and through Amtrak online ticketing.

The original service commenced September 2018 as a pilot route operated by the Lane Transit District. Prior to the implementation of the pilot service, this route was the only stretch of coastal highway in the Western United States not serviced by transit. Today the route is vital to ensuring that residents within these communities have full access to services that otherwise would not be available to them, provides visitors to the Oregon Coast a non-car dependent travel option, and is an important link in the overall statewide transit network. Agency became the route owner and contract manager beginning September 4, 2019 and has received STIF funding to operate it as a sustainable service outside of the pilot definition.

The route begins in Florence on 21<sup>st</sup> Street, just north of the Grocery Outlet Store. It travels north on Highway 101 with a stop at the Carl G. Washburne State Park and northernmost stop in Yachats on 3<sup>rd</sup> Street just north of the Little Log Church and Museum. The return route south uses the same stops. Ridership trends are starting to emerge as the route continues operations. Though COVID-19 restrictions have impacted numbers, ridership peaks in June, July, August and September. November, December, January and February are lower-ridership months.

Agency provides the route vehicle. The vehicle currently serving this route is a 25-foot EIDorado Aerotech 220 Ford E450.

### 2.3.2 Purpose

Agency is seeking to contract with a qualified transportation contractor to operate this route for five (5) calendar years. This contract may be amended for time, as agreed to by Agency and Contractor. Agency makes no guarantees, commitments or promises to extend this Contract beyond the initial contract term.

## 2.4 SCOPE OF WORK/SPECIFICATIONS

The scope of work entails providing all staffing needed for timely operation of the Florence-Yachats Connector Monday through Sunday; except federal holidays. The route currently runs its route Monday through Saturday; expansion to Sunday is possible during this contract period. The work includes scheduling and coordination with Agency, Amtrak, other transit servicers, and with stations and stops along the route. The work includes, but is not limited to, operations, training, ticketing, maintenance, inspections, accounting and reporting.

More information about the service can be found at <https://link-lane.org/>.

See Attachment A – Statement of Work for additional details.

Insurance requirements are specified in Attachment B - Sample Contract. Required insurance coverage must be maintained throughout the duration of the Contract.

## SECTION 3: PROCUREMENT REQUIREMENTS

### 3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements of this section:

- Proposer shall have a minimum of 3 years of experience operating a fixed-route intracity or intercity bus service.
- Proposer shall have all permits, licenses, and registrations required by law to conduct its business and perform the Services including, but not be limited to, all appropriate operating certificates from the State and/or Federal Motor Carrier branches.
- Proposers' drivers shall have and maintain an active Commercial Driver's License (CDL).

## 3.2 MINIMUM SUBMISSION REQUIREMENTS

### 3.2.1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the elements listed in the Forms and Certifications Checklist (Attachment C).

**See RFP section 5.3 for submittal requirements of selected firm after award notice.**

### 3.2.2 Proposal Page Limits

Proposal is limited to 15 pages total, excluding any table of contents or cover letter. One page is defined as: one side of a single 8-1/2" x 11" page. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the page limit:

- Proposer Questionnaire
- Acknowledgement of Addenda to RFP
- Organizational Conflict of Interest
- Federal Debarment and Suspension Certification
- Affidavit of Non-Collusion
- Certification Regarding Lobbying
- Contractor's Representation and Warranties
- Proposed Pricing
- References

### 3.2.3 Proposal Format

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Cost information must be submitted as a separate electronic file. Proposals and all required submittal items must be received by the submittal deadline and at the email set forth on page 1 of this RFP. Proposer is solely responsible for ensuring its Proposal is received by Agency in accordance with the RFP requirements before Closing. Agency is not responsible for any common transmission errors or delays, or for any mis-delivery for any reason. Agency will not accept Proposals submitted after the Proposal submittal deadline. A Proposal may be withdrawn or replaced with a modified Proposal by written request from an authorized representative of Proposer, provided the request (and any modified Proposal) is received prior to the deadline for Proposal submittal.

In the event of a failure of an Electronic Procurement System or electronic mail system that interferes with the ability of Proposer to submit Electronic Submittals, to protest or to otherwise participate in the procurement, Agency may cancel the procurement or may extend the date and time of receipt of Electronic Submittals by providing notice of the extension immediately after the Electronic Procurement System or electronic mail system becomes available.

### 3.2.4 Authorized Representative

Failure of the authorized representative to sign the Proposer Questionnaire (Attachment C –

Forms and Certifications) for the Proposal may subject the Proposal to rejection by Agency.

### 3.3 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Services to be performed.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

#### 3.3.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Questionnaire Form (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

#### 3.3.2 References

Provide 2 or more professional references from current or former clients or business partners for similar projects performed within the last 4 years. Include the reference contact information as a separate page in the RFP. That page will not count towards the total page count. References must be able to verify the quality of previous, related Work. Passengers are not acceptable references.

Agency may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, or verify any information needed. Agency may contact any reference (submitted or not) to verify Proposer's qualifications.

#### 3.3.3 Cost Proposal

Submit a Cost Proposal. Refer to Statement of Work (Attachment A) and Exhibit 9 – Proposed Pricing in Attachment C.

## SECTION 4: SOLICITATION PROCESS

### 4.1 PUBLIC NOTICE

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 documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Addenda published on the Agency website and in Oregon Buys. Prospective Proposer is solely responsible for checking Agency website and Oregon Buys to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference,



## 4.2 PREPROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

## 4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email
- Reference the RFP number
- Identify Proposer’s name and contact information
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

## 4.4 SOLICITATION PROTESTS

### 4.4.1 Protests to RFP

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the Sample Contract. This is prospective Proposer’s only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below.

### 4.4.2 Protests to Addenda

Prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

### 4.4.3 Protests must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify prospective Proposer’s name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest, including:
  - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought;
- Protests to the RFP must be received by the due date and time identified in the Schedule; and
- Protests to Addenda must be received by the due date identified in the respective Addendum

#### 4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. Agency is not responsible for any transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

##### Delivery via Email

Proposals and all required submittal items must be received by the submittal deadline and at the SPC email set forth on page 1 of this RFP.

#### 4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to Closing in accordance with OAR 137-047-0440. To be effective the notice must include the RFP number.

#### 4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will not be considered.

#### 4.8 PUBLIC OPENING

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 OAR 137-047-0630.

#### 4.9 PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal Information and Certification Sheet (Attachment C) for the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

#### 4.10 EVALUATION PROCESS

##### 4.10.1 Responsiveness and Responsibility determination

#### 4.10.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 137-047-0470.

#### 4.10.1.2 Responsibility determination

Agency will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract. At any time prior to award, Agency may reject a Proposer found to be not “Responsible”.

#### 4.10.2 Contract Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and Agency may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available listed for each scored item.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

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 experience; experience working with public and private agencies. The successful Contractor must have a minimum of 3 years’ experience in passenger transportation services.
2. PERSONNEL INFORMATION: Provide information on those assigned to work with Agency, including a description of their experience in providing these services and how that individual’s qualifications and experience will ensure project success.
3. UNDERSTANDING REQUESTED SERVICES: Demonstrate understanding of the requested services. Provide a plan of operation to achieve the objectives set forth in the Scope of Work including maintaining the current route service schedule, bus preventative maintenance and regular inspections, coordination with partner agencies and approach towards customer service.
4. REFERENCES: Provide 2 references for which the firm has completed similar work. Agency shall not be a reference.
5. PROPOSED PRICING: Provide proposed pricing per the form provided in Exhibit #9 of Attachment C.
6. Agency does not wish Proposers to submit elaborate or detailed proposals, and economy of presentation should be emphasized.
7. Proposers must immediately notify Agency 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 Agency determines that a clarification is required, Agency 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 SPC prior to the deadline for submittal of questions.

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

**4.10.3 RESERVED**

**4.11 POINT AND SCORE CALCULATIONS**

Scores are the points assigned by each evaluator. The maximum points possible for each evaluation item are listed in the table below. The SPC will average all scores for each evaluation criterion. Points for cost are calculated as stated in the Cost Evaluation section.

DESCRIPTION OF CRITERIA	POINTS POSSIBLE
Firm Experience, Qualifications and Capabilities: <ul style="list-style-type: none"> <li>• Demonstration of experience, qualifications, and capabilities necessary to satisfactory performance of the required services as described in the Scope of Work.</li> </ul>	20
Capacity to Perform Work: <ul style="list-style-type: none"> <li>• Work efficiently and within reasonable time constraints.</li> <li>• Ability to perform necessary work under the contract.</li> <li>• Ability to provide services within the overall project budget.</li> </ul>	20
Understanding of Requested Services <ul style="list-style-type: none"> <li>• Demonstration of a clear and concise understanding of the scope of services being requested in the Statement of Work (Attachment A)</li> <li>• Ability to achieve the objectives set forth in the Scope of Work including maintaining the current route service schedule, bus preventative maintenance and regular inspections, coordination with partner agencies and quality customer service.</li> </ul>	40
Price <ul style="list-style-type: none"> <li>• Proposer with the lowest price will receive 20 points</li> <li>• Proposer with the second lowest price will receive 10 points</li> <li>• Proposer with the third lowest price will receive 5 points</li> <li>• All other proposers will receive 0 points.</li> </ul>	20
<b>TOTAL POSSIBLE SCORE</b>	<b>100</b>

Agency 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 Agency’s intention to award a single contract for these services.

**4.12 RANKING OF PROPOSERS**

The SPC will average the scores for each Proposal in a given round of competition (calculated by

totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

The SPC will combine the average score for each Proposal with Proposer’s Cost score. After any applicable preference has been applied, SPC will describe the rank order for each Proposer, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

## **SECTION 5: AWARD AND NEGOTIATION**

### **5.1 AWARD NOTIFICATION PROCESS**

#### **5.1.1 Award Consideration**

Unless all Proposals are rejected or the RFP is cancelled, tentative award will go to the Proposer determined to be the most Advantageous Responsive and Responsible Proposer. Generally this includes, but is not limited to, the Responsive and Responsible Proposer with the highest total score for Technical Proposal and pricing as calculated under 4.11 above. If agreement with that Proposer is not reached, Agency may offer award to the next ranked Proposer and so on until agreement is reached or until Agency terminates the process. Agency may require reconfirmation of the qualifications and staffing of any Proposer.

#### **5.1.2 Intent to Award Notice**

Agency will notify all Proposers in Writing that Agency intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

### **5.2 INTENT TO AWARD PROTEST**

#### **5.2.1 Protest Submission**

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- Agency has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- Agency abused its discretion in rejecting the protestor’s Proposal as non-Responsive.
- Agency’s evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If Agency receives only one Proposal, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract Negotiations and award.

##### **5.2.1.1 Protests must:**

- Be delivered to the SPC via email

- Reference the RFP number
- Identify Proposer’s name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of the Intent to Award notice

### 5.2.2 Response to Protest

Agency will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by Agency.

## 5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

### 5.3.1 Insurance

Prior to award, Proposer shall secure and demonstrate to Agency proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in the Sample Contract (Attachment B).

### 5.3.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#) when requested by Agency or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

### 5.3.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit Oregon Business Registry at <http://sos.oregon.gov/business/pages/register.aspx> for more information.

### 5.3.4 Pay Equity Certification

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.

### 5.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by their Signature on Attachment C - Proposer Questionnaire, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

### **5.3.6 Lobbying Certification Form (Attachment C)**

Per 49 C.F.R part 20

### **5.3.7 RESERVE**

## **5.4 CONTRACT NEGOTIATION**

### **5.4.1 Negotiation**

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 those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions. 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 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.

## **SECTION 6: ADDITIONAL INFORMATION**

### **6.1 RESERVED**

### **6.2 GOVERNING LAWS AND REGULATIONS**

This RFP is governed by 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.

### **6.3 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. Application of the Oregon Public Records Law 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 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.

### **6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.**

Pursuant to ORS 279B.100, Agency may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the Agency, as determined by Agency. Agency is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

### **6.5 COST OF SUBMITTING A PROPOSAL**

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.



**ATTACHMENT A - STATEMENT OF WORK**

**A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES**

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

The Florence-Yachats Connector bus route has been operating between Florence, Oregon (pop. ~8,500) and Yachats, Oregon (pop. ~700) since September 2018. Agency administers this route with Statewide Transportation Improvement Fund (STIF) grant funding from the State of Oregon Department of Transportation (ODOT).

The initial term of the Contract is anticipated to be 5 years with options to renew for additional time as determined by Agency. The term is dependent upon continued funding. Should Agency not secure funding during the initial 5 year term, Agency may terminate the contract. The maximum total length of this contract and any additional extensions will not exceed ten (10) years. Agency makes no guarantees, commitments, or promises to extend this Contract beyond the initial contract term.

The Contractor shall provide bus service for Agency as described in this Statement of Work (SOW). The SOW includes a detailed description of the Project to which the Contract applies, and includes the specific services and deliverables required.

**PROJECT HISTORY AND OVERVIEW**

The Florence-Yachats Connector Bus Route is one of the Agency’s two Link Lane routes. The route is 50 miles round-trip between Florence and Yachats on Highway 101. Its schedule includes four round trips per day, Monday through Saturday. It does not operate on federal holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. Tickets are sold on board on the bus and will be sold by Amtrak starting the summer of 2021.

The original service commenced September 2018 as a pilot route operated by the Lane Transit District. Prior to the implementation of the pilot service, this route was the only stretch of coastal highway in the Western United States not serviced by transit. Today the route is vital to ensuring that residents within these communities have full access to services that otherwise would not be available to them, provides visitors to the Oregon Coast a non-car dependent travel option, and is an important link in the overall statewide transit network. Agency became the route owner and contract manager beginning September 4, 2019 and has received STIF funding to operate it as a sustainable service outside of the pilot definition.

The route begins in Florence on 21<sup>st</sup> Street, just north of the Grocery Outlet Store. It travels north on Highway 101 with a stop at the Carl G. Washburne State Park and northernmost stop in Yachats on 3<sup>rd</sup> Street just north of the Little Log Church and Museum. The return route south uses the same stops. The route connects to the Rhody Express, Coos Bay Connector, and Florence-Eugene Connector in Florence and to Lincoln County Transit in Yachats.

Ridership trends are emerging as the route continues operations. Though COVID-19 restrictions have impacted numbers, ridership peaks in June, July, August and September. November, December, January and February are lower-ridership months. Agency has an Interline Agreement with Amtrak that will allow passengers to purchase tickets online through the Amtrak website.

Agency provides the route vehicle which is currently a twenty-five (25)-foot Eldorado Aerotech 220 Ford E450.

More information about the service can be found at <https://link-lane.org/>.

**General Expectations:**

Contractor commits to:

- Providing labor
- Maintaining all applicable licensing and insurance requirements
- Consistently operating up to 4 daily round-trip routes, 6 days per week as it currently is scheduled (with the potential to add a 7<sup>th</sup> day)
- 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
- Providing customer service by responding to phone calls and emails during regular business hours.
- 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)
- Conducting pre-trip and post-trip vehicle assessments
- Arranging preventative maintenance on the provided vehicle to ensure that the service remains consistent and dependable
- Reporting any service disruptions, passenger injuries, or liability issues to the Contract Manager

**Acronyms and Definitions**

“Agency” or “LCOG”	means the Lane Council of Governments
“Driver(s)”	means Contractors’ bus drivers
“FTA”	means the U.S. Department of Transportation Federal Transit Administration
“GTFS”	means General Transit Feed Specification
“Interline Agreement”	means an agreement between Contractor and Interline Partner
“Interline Partner”	means Greyhound, Amtrak, or other transit servicer

**B. STANDARDS AND GENERAL REQUIREMENTS**

**1. Licenses, Registrations and Qualifications**

1.1. Contractor shall have, maintain, and fully pay for during the term of the Contract any permits, licenses, and registrations required by law for Contractor to conduct its business and perform the Services under this Contract. These shall include, but not be limited to, all appropriate operating certificates from the State and/or Federal Motor Carrier branches.

2. General Requirements

- 2.3 Agency’s Project Manager (APM), or such other individual identified in specific tasks or as designated in writing to Contractor, is the primary contact on behalf of Agency for this project.
- 2.4 To the extent possible, all transmittals from Contractor to Agency must include bus route name.
- 2.5 Contractor shall represent project and Agency in an appropriate and professional manner in public.

3. Routing, Schedule, and Service Changes

Contractor shall operate the Florence-Yachats Connector bus route to accept and discharge passengers at the following stops between Florence and Yachats:

a.

<b>Trip 1:</b>	
<b>Where to Catch the Bus</b>	<b>Departure Time</b>
Grocery Outlet Florence	7:30 AM
Carl G. Washburne State Park	8:00 AM
3rd at Pontiac Yachats (Log Church)	8:30 AM
Carl G. Washburne State Park	8:50 AM
Grocery Outlet Florence	<b>Arrive</b> at 9:20 AM
<b>Trip 2:</b>	
<b>Where to Catch the Bus</b>	<b>Departure Time</b>
Grocery Outlet Florence	10:30 AM
Carl G. Washburne State Park	11:00 AM
3rd at Pontiac Yachats (Log Church)	11:30 AM
Carl G. Washburne State Park	11:50 AM
Grocery Outlet Florence	<b>Arrive</b> at 12:20 PM

**Trip 3:**

Where to Catch the Bus	Departure Time
Grocery Outlet Florence	2:45 PM
Carl G. Washburne State Park	3:15 PM
3rd at Pontiac Yachats (Log Church)	3:45 PM
Carl G. Washburne State Park	4:05 PM
Grocery Outlet Florence	<b>Arrive</b> at 4:35

**Trip 4:**

Where to Catch the Bus	Departure Time
Grocery Outlet Florence	5:35 PM
Carl G. Washburne State Park	6:05 PM
3rd at Pontiac Yachats (Log Church)	6:35 PM
Carl G. Washburne State Park	6:55 PM
Grocery Outlet Florence	<b>Arrive</b> at 7:25 PM

The stop for Washburne State Park is located at the beginning of the entrance loop directly west of Highway 101, at the “Keep Right” sign. Flag stops are available for the Tenmile community. The connector can stop northbound at the intersection of 101 and Tenmile Creek Road and southbound at the intersection of 101 and Stonefield Beach Way.

3.1. Contractor shall utilize the most efficient travel path between each of these stops. Agency expects the total mileage per run not to exceed 51 miles.

3.2. Contractor shall commence service under this Contract by maintaining the time-points indicated on the Link Lake schedules page on the Link Lane website and as provided by Agency. Contractor shall stop only at stops identified in this Contract or as designated by Agency. Other stops may not be served without advance written approval from Agency. Contractor shall regularly and proactively communicate with Agency in order to hit time-points and maintain schedule.

- 3.3. Agency reserves the right to change stops and modify the schedule in any way at any time and for any reason. Conditions under which Agency may elect to do so include but are not limited: the planned bus schedule or routing does not adequately reflect operating conditions or needs; schedule changes occurring on other transit service which the service connects to; emergency road conditions or natural disasters; other reasons deemed appropriate by Agency. In the event such a change increases the number of miles per day beyond the base mileage, all additional miles will be priced at the same base rate per mile specified in this contract.
- 3.4. Except for emergencies, implementing schedule deviations or other changes of any kind without approval from Agency will result in Contractor's forfeiture of reimbursement payments for the period in which the violation(s) occurred and may result in Contract termination at Agency's discretion.
4. Interlining with Amtrak  
Agency is entered in an Interline Agreement with Amtrak to facilitate common ticketing and easy exchange of passengers and baggage between the route and Agency's Florence-Eugene Bus Route.
  - 4.1. Contractor shall honor tickets purchased through the Amtrak online platform.
  - 4.2. Agency shall administer tickets purchased through Amtrak.
5. Primary Service Requirements
  - 5.1. **Vehicle Availability.** Contractor shall be responsible for ensuring that a bus is available to meet scheduled departure times for each run. Buses must be present at the originating stop in clean, working order and ready for service and passenger boarding at least 10 minutes prior to scheduled departure times.
  - 5.2. **On-time Performance and Late Buses.** Buses must arrive at designated stops at the scheduled time. Buses will be considered late when arriving to a designated stop more than 10 minutes after a scheduled arrival time (i.e., a time-point). Common reasons for failing to meet a time-point could be heavy traffic, severe weather, maintenance issues, dispatch problems, or equipment failure. Contractor's inability to maintain a 90% on-time performance rate each month across all runs and stops will constitute inability to meet service requirements. If Contractor fails to maintain a 90% on-time performance rate each month for more than six consecutive months across all runs, Agency reserves the right to reduce monthly reimbursement payments to Contractor by up to 10% until a 90% rate is achieved, or terminate the Contract due to inability to meet service requirements. Contractor will not be held responsible or penalized for failing to meet a time-point when it is the result of severe weather or holding for delayed connecting service when directed to do so by Agency. Contractor shall be expected to anticipate and properly prepare for all other situations which could negatively impact on-time performance.
  - 5.3. **Crashes.** Contractor shall notify Agency via email of all crashes involving an injury, or necessitating the submission of a DMV or police accident report, or requiring vehicles to be towed from an accident, or involving an injury, ADA or other civil rights complaints, or involving any lawsuits related to Contractor's provision of service. Notification shall occur via email within 24 hours of Contractor's knowledge of the event. Contractor shall provide detailed documentation of events including, but not limited to, written reports, photos, video, audio recording, and web links. Contractor shall provide copies of police reports and completed incident reports for each collision or applicable incident. Contractor shall follow any additional

reporting requirements concerning such events as required by Agency or local, State, and Federal law.

- 5.4. **Drug and Alcohol Testing.** Contractor shall follow applicable FMCSA and FTA Drug and Alcohol testing protocols. Depending on Contractor circumstances, some employees may be subject to Drug and Alcohol testing under FTA 49 CFR part 655 protocols, while other employees may fall under FMCSA 49 CFR part 382 protocols. Contractor may request technical assistance from Agency on these matters.
- 5.5. **ADA.** Contractor shall agree to comply with all applicable requirements of the American with Disabilities Act of 1990 ), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 C.F.R. Part 27; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.
- 5.6. **Fleet.** Agency shall provide to Contractor the primary vehicle for route service.
- 5.7. **Preventative Maintenance.** Contractor shall establish a regular preventive maintenance program to ensure that all buses used for Link Lane’s Florence-Yachats Connector Bus Route meet the safety standards required by the U.S. Surface Transportation Board, USDOT Motor Carrier, ODOT Motor Carrier, and are in compliance with the laws of the State of Oregon. Contractor shall perform preventive maintenance per manufacturer’s specifications. Contractor shall keep a record of preventive maintenance findings and actions for each vehicle and shall provide this record to Agency upon request.
- 5.8. **Interior Appearance and Condition.** The interior appearance and condition of each bus used for service must be demonstrative of a high-quality, customer-oriented public transit service. Each bus interior must be clean and neat, with both upholstery and floor covering in good condition. All equipment and amenities (both standard and aftermarket) must be maintained at excellent condition and be in good working order at all times. Bus interiors must be cleaned daily, or more frequently as needed. Scented air-fresheners and strongly scented cleaning products shall not be used inside buses. A trash receptacle must be provided for passengers at the front of the bus. Contractor shall provide current photos and documentation of vehicle interiors for Agency’s inspection upon Agency’s request. Agency reserves the right to reject unfit buses for service at any time.
- 5.9. **Driver Conduct and Appearance.** Each Driver shall be clean, friendly, and capable of providing a professional, high-quality transportation experience for passengers. Drivers shall perform their duties in a safe and courteous manner at all times and fulfill all requirements and obligations specified in this contract.
  - 5.9.1. Drivers shall announce the name of each stop upon arrival.
  - 5.9.2. Drivers shall keep passengers abreast of service delays by making other regular announcements and courteously responding to passenger questions to the best of their ability.
- 5.10. **Ticketing.** Drivers shall accept exact change for tickets upon passenger boarding and shall accept tickets purchased online through Amtrak or through the Agency’s office.
- 5.11. **Passenger Conduct.** Drivers must be willing and able to enforce all Federal, State and local laws and regulations as well as uphold company and Agency expectations with regard to passenger behavior and safety. This includes any of the following and more: enforcing smoking, alcohol, and drug use restrictions on the bus; ensuring passenger safety by deescalating situations involving violent or aggressive passengers; ensuring passenger safety in the event of

an earthquake or other natural disaster; ensuring passenger safety in the event of terrorist or active shooter situations.

5.12. **Driver Training.** In addition to the required ADA training outlined in Section 5.5, all regularly assigned Drivers for this service shall attend a Driver orientation, conducted by Contractor, which instructs Drivers on policies and procedures required to perform duties. Training must cover drug and alcohol requirements and all other topic areas needed to ensure delivery of a high-quality, public transportation service. Agency or their designated representative may participate in orientation training. The training must be in conjunction with startup activities, and conducted periodically as new drivers rotate into assignment. All Drivers shall be required to participate in Passenger Assistance Training which will be provided by Agency in coordination with Contractor. Agency reserves the right to arrange additional training for Contractor management staff and drivers as deemed necessary.

6. **Billing and Reporting.**

Contractor shall invoice Agency each month for the amount due to Contractor for the previous service month. Contractor shall provide Agency with ridership, revenue, and on-time performance reports each month along with supporting documentation sufficient to summarize the service period and justify the reimbursement amount being requested. Contractor shall email invoices and supporting documentation to Agency.

All required reports and supporting documents must be submitted to Agency with the invoice. Contractor shall provide copies of any service-related report or document upon Agency request. Agency reserves the right to modify the billing and reporting process and requirements at any time as needed.

7. **Communication and Coordination with Agency**

Contractor shall be proactive in communicating with Agency regarding all matters pertaining to the operation, planning and administration of the service. Contractor shall promptly and professionally respond to communications (e.g. email, phone, etc) from Contract Administrator, and other Agency staff.

8. **Communication and Coordination with the Public**

Contractor shall be proactive in providing exceptional customer service to current, prospective, and former passengers or any other member of public. Contractor shall maintain an actively staffed phone number for each day the bus service operates by which any member of the public may call for assistance in planning a trip or make any other relevant inquiry.

9. **Coordination with other Transit Service**

Contractor communication with partner agencies is of utmost importance for the success of this service. Contractor shall actively communicate with transportation partners in order to maintain passenger transfers, coordinate schedules, notify transit agencies of service disruptions and delays, notify partners of schedule changes, and notify transit agencies of any other critical information. Contractor shall maintain an up-to-date partner contact List that includes, at minimum, email and phone contacts of all relevant public transit contacts. An initial set of contacts will be provided by Agency. Contacts must include all Interline Partners, Lane Transit District, Lincoln County Transit, Coos County Area Transit and others. Contractor shall immediately notify partners when there is a major service disruption or major delay (i.e., 30 minutes or more) which directly impacts partners'

service or passengers. Contractor shall notify partners at least 3 weeks prior to a schedule change.

## **10. Passenger Surveys**

Upon Agency request, the Contractor shall assist in conducting passenger surveys. Agency will provide the survey instrument to the Contractor, analyze the survey results, and provide results and analysis to the Contractor. Surveys will be used to assess overall service quality and performance, user satisfaction, Contractor performance, and more. Contractor shall make every effort to ensure surveys are successful and achieve maximum participation. Contractor shall not conduct surveys without Agency permission.



**ATTACHMENT B – 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 A is available as a separate file posted with this RFP at the following website: <https://www.lcog.org/1134/Requests-for-Proposal>; or may be requested by email from the SPC listed on page 1 of this RFP.

## ATTACHMENT C – FORMS AND EXHIBITS

### CHECKLIST

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 (excluding Exhibit #10 which references will sign and submit).

- Firm Information
- Personnel Information
- Plan of Operation
- References
- 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.

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4. Indicate the names of subcontractors, if any, proposed for this project.

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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 funds<sup>1</sup>:

- 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: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> 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, if any, 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	

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 LOBBYING<sup>5</sup>**

- 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 ARE 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: \_\_\_\_\_

\_\_\_\_\_

<sup>5</sup> 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 Roaring Fork Transportation Authority 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. Complete the table below with FIRM's proposal price for the monthly and yearly days of service including assumed revenue miles and revenue hours provided.

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

**BASE YEAR 1**

<b>Duration</b>	<b>Days of Service</b>	<b>Revenue Miles</b>	<b>Revenue Hours</b>	<b>Proposer's Price</b>
<b>Monthly Price</b>	<b>27</b>	<b>5,549</b>	<b>297</b>	
<b>Yearly Price</b>	<b>324</b>	<b>66,588</b>	<b>3,564</b>	

The undersigned proposer submits this proposal to Lane Council of Governments (LOGC) in accordance with LOGC'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 LOGC 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 LOGC 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: \_\_\_\_\_

