



Request for Proposals (RFP)

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

RFP Number: 2022-0003

RFP Title: I-5 Coach Service

Issue Date: June 7, 2022

PROPOSAL CLOSING: June 14, 2022 by 2:00 PM Pacific Time

Proposer Questions, RFP Protests, and Requests for Change: due via email no later than 3 calendar days prior to Proposal Closing.

Issuing Office / Single Point of Contact (SPC)

Single Point of Contact for this RFP:	Elena Kuhnenn, Senior Financial Analyst
Address:	Lane Council of Governments 859 Willamette St, Suite 500 Eugene, OR 97401
E-mail:	procurement@lcog.org

Proposals must be submitted to the above email address.

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SCHEDULE	4
1.3 SINGLE POINT OF CONTACT (SPC).....	5
SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE.....	5
2.1 AUTHORITY.....	5
2.2 DEFINITION OF TERMS.....	5
2.3 OVERVIEW AND PURPOSE	6
2.4 SCOPE OF WORK/SPECIFICATIONS	6
SECTION 3: PROCUREMENT REQUIREMENTS.....	7
3.1 MINIMUM QUALIFICATIONS	7
3.2 MINIMUM SUBMISSION REQUIREMENTS.....	7
3.3 PROPOSAL REQUIREMENTS.....	8
SECTION 4: SOLICITATION PROCESS.....	9
4.1 PUBLIC NOTICE	9
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.....	11
4.10 EVALUATION PROCESS	11
4.11 POINT AND SCORE CALCULATIONS	12
4.12 RANKING OF PROPOSERS.....	13
SECTION 5: AWARD AND NEGOTIATION	13
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
SECTION 6: ADDITIONAL INFORMATION.....	15
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 EXHIBITS

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The World Athletics Championships (WAC) are an event of national significance – expected to draw 25,000 to 30,000 visitors from more than 200 nations to the Eugene-Springfield area. This marks the first time the World Championships have been in the United States. The event, including expected travel days, will run between July 13 and July 27. As of January 2022, Oregon 22, which is the organization putting on the event, has indicated that over 100,000 event tickets have already been sold.

Lane Council of Governments (Agency) is issuing this Request for Proposals for a qualified transportation contractor(s) to operate public transportation coach service between the Union Station in Portland and the Eugene Amtrak Station with stops at the Amtrak Stations in Salem and Albany and/or between hotels in the Roseburg area and a designated Park and Ride at Valley River Center in Eugene.

Agency is an independent public entity that is established and supported by its member agencies to coordinate and provide high-quality public services within and beyond Lane County, Oregon.

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

Agency anticipates the award of up to two Contracts from this RFP.

The term of the Contract(s) is anticipated to be July 1 through July 31 with the need for the coach service on I-5 existing between July 13 and July 27. This contract will not be eligible for extension.

1.2 SCHEDULE

The table below represents a tentative RFP 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	June 10, 2022	12:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	June 10, 2022	4:00 AM
RFP Protest Period Ends	3 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Bid Opening Date and Location	June 15, 2022; 8:00 AM 859 Willamette Street, Eugene OR 97401	
Presentations, Demonstrations, or Interviews	TBD (if required)	
Issuance of Notice of Intent to Award (approx.)	June 30, 2022	
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 LCOG Public Contracting Rule 137-047-0260.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in LCOG Public Contracting Rule 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
- LTD: Lane Transit District
- OAR: Oregon Administrative Rule
- ODOT: Oregon Department of Transportation
- 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 World Athletics Championships is a premier track and field event held every two years. It will bring athletes and visitors from all across the globe. Agency is working with regional and statewide partners, including the Oregon Department of Transportation (ODOT), to provide high level public transportation between the Union Station in Portland and the Eugene Amtrak Station with stops at the Amtrak Stations in Salem and Albany and between hotels in the Roseburg area and a designated Park and Ride at Valley River Center in Eugene. The exact schedule of service is dependent on current public transportation services on the I-5 corridor provided by Cascades POINT and Amtrak Cascades services. For the purposes of this RFP, Agency is anticipating the service scenario detailed in Attachment A – Statement of Work.

The magnitude of service detailed in Attachment A – Statement of Work may require more than one transportation contractor to provide. Depending on level of service proposed, Agency may contract with more than one provider to reach the necessary level of service needed throughout the duration of the contract term. Accordingly, proposers are encouraged to respond to this RFP with the level of service including number of operators, dispatchers, airport loaders/organizers and cutaway buses they are able to provide.

2.3.2 Purpose

Agency is seeking to contract with a qualified transportation contractor or potentially two qualified transportation contractors to operate a temporary public transportation coach service from July 13 through July 27, 2022.

2.4 SCOPE OF WORK/SPECIFICATIONS

The scope of work entails providing all staffing and vehicles needed for timely operation of the coach service July 13 through July 27, 2022. The anticipated contract duration is July 1 through July 31 to provide time to coordinate with Agency and partners in scheduling and preparing for operations. The work includes scheduling and coordination with Agency and ODOT, and other contract service providers. The work includes, but is not limited to, operations, dispatch, vehicle provision, maintenance, inspections, accounting and reporting.

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.

2.5 FUNDING SOURCE(S)

This procurement includes funding from the State TOF source.

2.6 CONTRACT NOT TO EXCEED AMOUNT AND METHOD OF COMPENSATION

The anticipated value of the contract(s) awarded from the RFP is not to exceed \$200,000.

The method of compensation will be determined by Agency but is anticipated to be Fixed Rate for all services.

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 public transportation with charter type of transit service preferable.
- 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
- Contractor's Representation and Warranties

- Proposed Pricing

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 Related Services

List five(5) similar projects or services provided in the last three years.

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 [RFP 2022-0003 Webpage](#)

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.

Modifications, if any, to this RFP will be made by written Addenda published on the Agency website. Prospective Proposer is solely responsible for checking Agency website 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

See Section 1.2 Schedule for public opening date and location. 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 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 services described in the Scope of Work.
4. RELATED SERVICES: List five(5) similar projects or services provided in the last three years.
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"> • Demonstration of experience, qualifications, and capabilities necessary to satisfactory performance of the required services as described in the Scope of Work. 	10
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
Understanding of Requested Services <ul style="list-style-type: none"> • Demonstration of a clear and concise understanding of the scope of services being requested in the Statement of Work (Attachment A) • Ability to achieve the objectives set forth in the Scope of Work including collaborating with Agency and partners to develop a route service schedule, bus preventative maintenance and regular inspections, coordination with partner agencies and quality customer service. 	30
Price <ul style="list-style-type: none"> • Proposer with the lowest price will receive 20 points 	20

<ul style="list-style-type: none"> • Proposer with the second lowest price will receive 10 points • Proposer with the third lowest price will receive 5 points • All other proposers will receive 0 points. 	
TOTAL POSSIBLE SCORE	100

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(s) 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 of Award

In accordance with ORS 279B.410, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of intent to award to file a written protest. The protest shall be address to SPC and shall specify the grounds upon which the protest is based. The Executive Director will issue a written decision within three (3) days of receipt of the 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 seven (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 RESERVE

5.3.5 RESERVE

5.3.6 RESERVE

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(s). 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.

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 in the form set forth in Sample Contract.

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.

SECTION 6: ADDITIONAL INFORMATION

6.1 RESERVED

6.2 GOVERNING LAWS AND REGULATIONS

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.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection, subject to 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 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

The World Athletics Championships are coming to the United States for the first time. This elite track and field event will take place in Eugene, Oregon in Hayward Field at the University of Oregon from July 13 through July 27, 2022. The event will bring 2000 athletes representing more than 200 nations along with visitors, broadcasters, press, and photographers from across the globe.

Lane Council of Governments (Agency) is issuing this Request for Proposals for a qualified transportation contractor(s) to operate separate temporary coach public transportation services along the I-5 corridor between Portland and Eugene and Roseburg and Eugene.

Agency is an independent public entity that is established and supported by its member agencies to coordinate and provide high-quality public services within and beyond Lane County, Oregon.

The Contractor shall provide bus service for Agency as described in this Statement of Work (SOW) or as negotiated.

Proposals may address the Portland to Eugene coach service, the Roseburg to Eugene coach service, or both.

Service Details:

The anticipated service is conceptualized in two parts to fit the needs of this ongoing event. The first part of week involves transportation to and from the event from Portland via Salem and Albany. The charter coach service on the I-5 corridor between Portland and Eugene be operated by two buses. The second part involves one bus operating between Roseburg area hotels and a designated park and ride located at Valley River Center in Eugene. The Contractor will be responsible for managing reservations for coach service between Portland and Eugene and/or between Roseburg hotels and a designated park and ride at Valley River Center in Eugene. Service would only be available from July 13 through July 27th. This description is not all inclusive and is designed for the operation to be flexible and fluid. Schedule could be reduced or adjusted due to demand and schedule changes.

Service Dates:

July 13 – 27, 2022

Service hours:

Service would operate:

July 13 – 27, 8:00 am to 11:30 pm (Portland to Eugene)

July 13 – 27, 9:00 am to 10:00 pm (Roseburg to Eugene)

Service Levels:

People Needs:

3 operators

2 dispatchers

Equipment needs:

3 Coach Buses, or equivalent

5 two-way radios

General Expectations:

Contractor commits to all or part of the following:

- Operating all or part of the service described in this Statement of Work
- Providing labor including up to 3 operators, 2 dispatchers, administrative and logistics support
- Operating dispatch
- Providing an on-line reservation and fare collection system
- Providing 3 coach-style vehicles
- Providing 5 two-way radios

Contractor commits to providing all of the following:

- Maintaining all applicable licensing and insurance requirements
- Performing assigned work with a high-level of customer service and passenger awareness
- Tallying customers upon boarding for passenger counts
- Providing customer service by responding to phone calls and emails during regular business hours.
- Conducting pre-trip and post-trip vehicle assessments
- Arranging preventative maintenance 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
“LTD”	means Lane Transit District

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 service name.
- 2.5 Contractor shall represent project and Agency in an appropriate and professional manner in public.

3. Routing and Schedule

3.1. **Routing.** Contractor shall operate the coach service and accept and discharge passengers between the following locations:

- Area 1: I-5 Corridor between Union Station and the Eugene Amtrak Station, with stops at the Salem and Albany Amtrak Stations
- Area 2: I-5 Corridor between Roseburg area hotels and a designated park and ride location at Valley River Center in Eugene.

3.2. **Travel Path.** Contractor shall utilize the travel path determined by Agency and Contractor(s) as the most efficient travel path between each of these stops.

3.3. **Schedule.** Contractor shall maintain the schedule determined by Agency and Contractor(s). The service dates are anticipated to be July 13 through July 27. Service hours are anticipated to be:

- 8:00 am to 11:30 pm (Portland to Eugene)
- 9:00 am to 10:00 pm (Roseburg to Eugene)

4. Primary Service Requirements

4.1. **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 15 minutes prior to scheduled departure times.

4.2. **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 shall be expected to anticipate and properly prepare for all other situations which could negatively impact on-time performance.

4.3. **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.

- 4.4. **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.
- 4.5. **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.
- 4.6. **Fleet.** Contractor shall provide the vehicles for route service.
- 4.7. **Preventative Maintenance.** Contractor shall establish a regular preventive maintenance program that meets the safety standards required by the U.S. Surface Transportation Board, USDOT Motor Carrier, ODOT Motor Carrier, and is 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.
- 4.8. **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.
- 4.9. **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.
 - 4.9.1. Drivers shall announce the name of each stop upon arrival.
 - 4.9.2. 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.
- 4.10. **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.

- 4.11. **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.

5. Billing and Reporting.

Contractor shall invoice Agency within 30 days after the last day of service is provided. Contractor shall provide Agency with ridership, revenue, and on-time performance reports with the invoice 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.

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 service partners, including LTD and ODOT, additional Contractors, in order to maintain passenger transfers, coordinate schedules, notify transit agencies of service disruptions and delays, and notify transit agencies of any other critical information.

10. Dispatch

Contractor shall provide dispatch, if possible. Dispatcher will arrange coach buses to pick up riders in a 30-minute window of scheduled time. Rides would be arranged by 18:00 with the appropriate dispatcher. No same day scheduling of rides to the airport. All rides must be pre-arranged by hotel with dispatcher by 18:00 the day before the needed transport.

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 to complete a proposal and receive full consideration by the proposal scoring committee. 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 by the scoring committee for a contract award. Please sign and date each form and/or certification.

- Firm Information
- Personnel Information
- Plan of Operation
- 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 – (Intentionally Omitted)
- 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.

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, 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	
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 (Intentionally Omitted)

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.
1. 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)):
 - a. 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;
 - b. 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;
 - c. 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
 - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
2. Proposer is/is not (circle one) a resident proper, as that term is defined in ORS 279A.120.

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 proposal price to provide the level of service described in your proposal. The level of service proposed herein can include the Portland to Eugene coach service, the Roseburg to Eugene coach service, or both.

Portland to Eugene Coach Service

Service Duration July 13, 2022 through July 27, 2022

For the purposes of this Proposed Pricing for the Portland to Eugene coach service, assume the following:

- Revenue miles for one trip – 110 miles
- Revenue hours for one trip – 2 hours, 50 minutes
- Trips per day – 4
- Duration of service – 14 days

Item	Price for One Trip for 14 Days	Quantity Proposed (if relevant)	Cost Per Day	Total Cost for 14 Days	Total Amount
Operator (wages, lodging if needed)					
Dispatcher (wages, lodging if needed)					
Vehicle(s) (lease rate, fuel, etc.)					
Two-way radio (lease rate)					
Management and Coordination: Assume 20 - 1 hour meetings.	Assumes a flat rate. Fill in Total Amount.				
				Sum	

Roseburg to Eugene Coach Service

For the purposes of this Proposed Pricing for the Roseburg to Eugene coach service, assume the following:

- Revenue miles for one trip – 71 miles
- Revenue hours for one trip – 1 hour, 50 minutes
- Trips per day – 4
- Duration of service – 14 days

Item	Price for One Trip for 14 Days	Quantity Proposed (if relevant)	Cost Per Day	Total Cost for 14 Days	Total Amount
Operator (wages, lodging if needed)					
Dispatcher (wages, lodging if needed)					
Vehicle(s) (lease rate, fuel, etc.)					
Two-way radio (lease rate)					
Management and Coordination: Assume 20 - 1 hour meetings.	Assumes a flat rate. Fill in Total Amount.				
Sum					

The undersigned proposer submits this proposal to Lane Council of Governments (LOCG) 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: _____