



## Lane County

Public Works Department / Transportation Planning Division  
3040 North Delta Hwy. / Eugene, Oregon 97408  
Phone: 541-682-6936/ fax: 541-682-8554

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T. 6.c.

SUPPLEMENTAL MATERIAL

Memo Date: October 16, 2009  
Meeting Date: October 20, 2009

Supplementary Memo for Item 6.c.

TO: Board of County Commissioners  
FROM: Celia Barry on behalf of Jeff Spartz, County Administrator  
RE: Report Back With Possible Action/Process for Area Commission on  
Transportation (ACT)

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County Administrator Mr. Spartz submitted the three proposals you received from Dr. Zako, Lane Council of Governments, and EcoNorthwest for Draft Charter Development and Formation of a Lane County ACT. Attached are the following additional materials:

1. Request for Professional Services, sent to the three consultants listed above
2. Rating Sheets Completed by Mr. Spartz for each consultant
3. Rating Sheets Completed by Ms. Barry for each consultant





**REQUEST FOR PROFESSIONAL SERVICES**

**For Professional Consulting Services for Draft Charter Development and Formation of a Lane County Area Commission on Transportation (ACT)**

RFPS No. 09/10-05

Submit responses to:

Lane County Administrator Jeff Spartz  
Lane County Public Service Building  
125 E. 8<sup>th</sup> Avenue  
Eugene, Oregon 97401

**Due: 5:00 p.m., October 14, 2009**

**REQUEST FOR PROFESSIONAL SERVICES**

**LANE COUNTY – OREGON**

Lane County ("County"), through the County Administrator, is seeking the services of a qualified firm or individual(s) to assist the Board of Commissioners in working with Cities within the County and other key stakeholders to develop a draft charter and form a Lane County Area Commission on Transportation (ACT), in compliance with Senate Bill (SB) 944 and with the Oregon Transportation Commission Policy on Formation and Operation of ACTs.

Notice is hereby given that responses for: **Consulting Services for Draft Charter Development and Formation of a Lane County ACT** must be received by:

Jeff Spartz, County Administrator  
 Lane County Public Services Building  
 125 E. 8<sup>th</sup> Avenue  
 Eugene, OR 97401  
 541-682-3688

**by 5:00 p.m., October 14, 2009**

The outside of the sealed envelope must be clearly marked with the Consultant's Name, Address, "RFPS No. 09/10-05 for Consulting Services for Draft Charter Development and Formation of a Lane County ACT, Due Date: October 14, 2009, at 5:00 p.m."

Copies of the RFPS are available at the below address on or after October 2, 2009:

Lane County Public Works  
 3040 No. Delta Hwy.  
 Eugene, OR 97408

Requests for documents may be made in person, mail, telephone, or email to Celia Barry, 541-682-6935, [celia.barry@co.lane.or.us](mailto:celia.barry@co.lane.or.us)

All communications related to this RFPS should be made by mail, telephone, or by e-mail to Celia Barry, 541-682-6935, [celia.barry@co.lane.or.us](mailto:celia.barry@co.lane.or.us).

Proposals must be submitted in the requested format. All Consultants must comply with the provisions of ORS 656.017 regarding Workers' Compensation or be exempt under ORS 656.126. Each proposal must contain a statement as to whether the Consultant is a resident consultant, as defined in ORS 279A.120. All Consultants must be Equal Opportunity Employers. Businesses owned by minority, women and persons with disabilities, emerging small businesses, and other disadvantaged business enterprises and joint ventures are encouraged to submit proposals.

The County may reject any proposal not in compliance with all prescribed public procedures and requirements, and may reject for good cause any or all proposals upon a finding by the County that it is in the public interest to do so.

Subject to changes based in part on Consultant's actions, it is intended that the following dates will govern this procurement.

<b>ACTION</b>	<b>DATE</b>	<b>TIME</b>
RFPS Issue Date	October 2, 2009	by 5 p.m.
Proposals Due	October 14, 2009	5:00 p.m.
Proposal Evaluation	October 14-20, 2009	
Consultant Interviews ( <i>if necessary</i> )	To be determined	
Consultant Selection	October 20, 2009	
Consultant Notification	October 21, 2009	

The anticipated schedule shown above expresses the present intent of the County. It is not a representation, agreement or promise that, in fact, any projected date will be met. The County will notify all firms of any changes to this schedule.

In case of doubt or differences of opinion as to the interpretation of provisions of the RFPS, the decision of the County are final and binding upon all parties.

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## **Part I – General Information**

### **A. Purpose**

The County, through the County Administrator, is seeking the services of a qualified firm or individual(s) ("Consultant(s)") to assist the Board of Commissioners in working with Cities within the County and other key stakeholders to develop a draft charter and form a Lane County Area Commission on Transportation (ACT), in compliance with Senate Bill (SB) 944 and with the Oregon Transportation Commission (OTC) Policy on Formation and Operation of ACTs. This Request for Professional Services (RFPS) details the information to be provided to the County by interested Consultants and describes the selection process to be used by the County.

The contract is anticipated to begin as soon as possible after Consultant is chosen. To comply with SB 944, the draft charter must be developed not later than September 30, 2010.

The selected consultant and the County will negotiate the final description of work tasks, costs and deliverables, within the scope of what is advertised here.

### **B. Background Information**

On September 23, 2009, the Lane County Board of Commissioners (BCC) held a work session to consider a process for developing a charter to form a Lane County ACT, as required by SB 944. ACTs exist in most other parts of the state. They consist of local elected officials and other key stakeholders, and act in an advisory role to the OTC on matters involving the programming of funds for highway modernization projects, and on other matters. The BCC approved a motion, pursuant to Lane Manual 21.118(2), to have the County Administrator contact three contractors and allocate up to \$50,000 from the reserves from the Lane County Road Funds to hire an outside consultant to develop and facilitate the proposal for forming a Lane County ACT. The Board directed that RFPS Attachment D be used as the guiding document for proposals submitted. In addition, the Board directed that preference be given to Lane County contractors who: are familiar with Lane County issues and with ACTs; have a good working relationship with ACTs; have a familiarity with ODOT and the Transportation Planning Rule (TPR); and have a history of working with the different stakeholders throughout the County, including the cities and the Central Lane Metropolitan Planning Organization (MPO).

The County Administrator will make a recommendation on proposals submitted and the BCC anticipates selecting a contractor at their October 20, 2009 work session.

On September 30, 2009, three prospective Consultants received individual emails containing the BCC's September 23 work session materials, including a September 8, 2009 Memorandum and Attachments. These materials provide additional background information and are available in paper form upon request. Contact Celia Barry, 541-682-6935, email [celia.barry@co.lane.or.us](mailto:celia.barry@co.lane.or.us), to obtain a paper copy. The same three contractors will receive individual emails containing this RFPS.

### **C. Scope of Services**

1. Attachment D to this RFPS is a "Proposed Process for Forming a Lane County ACT" dated August 31, 2009, which is the guiding document for Scope of Services and for proposals to be submitted.
2. Meet with County as necessary to discuss and clarify project objectives, process, and timelines.

3. Prepare periodic progress reports. Provide verbal and written progress reports to the County Board of Commissioners on a monthly basis describing in detail the barriers, risks and other critical issues and activities.

#### **D. Requirements / Deliverables**

Attachment D is a "Proposed Process for Forming a Lane County ACT" dated August 31, 2009, which is the guiding document for Requirements/Deliverables.

### **Part II – Proposals**

#### **A. General Conditions**

1. Four (4) copies of the information listed in RFPS Section B of Part II must be delivered to Jeff Spartz, Lane County Administrator, Lane County Public Service Building, 125 E. 8<sup>th</sup> Avenue, Eugene, OR 97401, on or before 5:00 p.m. on October 14, 2009. Proposals must be signed by the consultant.
2. The County intends to select a consultant on the basis of the written information provided by each Consultant. County reserves the right to select a Consultant based upon their written proposals.
3. Consultant selection by the County Board of Commissioners is anticipated at their regular work session on October 20, 2009, and notice of award is anticipated by October 21, 2009. The anticipated schedule expresses the present intent of the County. It is not a representation, agreement or promise that, in fact, any projected date will be met. The County will notify all Consultants of changes to this schedule.
4. Protest of the award by non-selected providers is due to Jeff Spartz, County Administrator, no later than seven (7) business days following the notification date, or by October 30, 2009 at 5:00 p.m.
5. Work may begin upon execution of a Lane County Professional Services Agreement. This typically occurs approximately 30 days after selection.
6. All questions may be directed to Celia Barry, Lane County Public Works, Transportation Planning, telephone 541-682-6935, email [celia.barry@co.lane.or.us](mailto:celia.barry@co.lane.or.us)

#### **B. Information to be Provided by Applicants**

Prospective consultants are to submit:

- A detailed work plan based upon 1) RFPS Attachment D, "Proposed Process for Forming a Lane County ACT"; and 2) other requirements listed below in this section.

The proposal must address each of the following listed items and must be organized in accordance with this section. The proposal should be limited to 20 pages, including the transmittal letter.

The proposals will be evaluated using criteria presented in Section III B. At a minimum, the proposal must include the following:

1. A transmittal letter that summarizes the proposal, provides a contact person for the Consultant with his/her name, title, address, email, phone and fax numbers, and names the project manager.

2. Proposal:

- a. Detail the Consultant's credentials, capabilities, experience and resources, and office location. Document where possible, the proven ability of Consultant to successfully complete similar projects. Outline the percentage of time the Consultant will devote to this project and whether Consultant's time will be exclusive during the project or divided between the Consultant's other active projects. Include information about Consultant availability, ability to meet timelines, and the depth of resources available to ensure work performance.
- b. Qualifications of specific staff, if any, who will be assigned to this project and their related experience. Identify all principals who will be involved in the project. Document where possible, the proven ability of assigned staff to successfully complete similar projects. Outline the percentage of time that assigned staff will be devoted to this project and whether staff time will be exclusive during the project or divided between other active projects. Include information about staff availability, ability to meet timelines, and the depth of resources available to ensure work performance.
- c. A description of the Consultant's experience pertaining to developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT.
- d. Submit a proposed Work Schedule (single sheet) based on the requirements listed in Attachment D, "Proposed Process for Forming a Lane County ACT" to this RFPS, listing discrete tasks and associated deliverables. Include cost proposals for deliverables.
- e. Itemize the hourly billing rate which will be charged for services on an individual person basis. Also, include specific information on all proposed costs, including out of pocket expenses. The maximum, not-to-exceed compensation amount approved for the contract being solicited is \$50,000, inclusive of all costs and expenses. Proposals that include projected compensation amounts in excess of \$50,000 will be rejected.
- f. Include information, if available, about internal procedures and/or policies related to work quality and cost control.
- g. Provide a minimum of three and no more than five references. References should be for similar projects.
- h. Provide Consultant's diversity policy. The County demonstrates its commitment to diversity by ensuring that all County-funded services are provided, and funding decisions are made, in a manner that recognizes, addresses and is reflective of the multi cultural and gender diversity of communities served.

**Part III – Selection Process**

**A. General**

By submitting and signing the Proposal, the Consultant acknowledges they have read and accept and agree to be bound by the terms and conditions of the RFPS. The County reserves the right to issue addenda to the RFPS no later than 48 hours before the deadline for submittals.

The procurement of these consultant services will be in accordance with the County's and other applicable federal, state, and local laws, regulations and procedures. Any Consultant that



determines it has the necessary expertise and experience to successfully perform the required work may submit a proposal. The County Administrator will evaluate all proposals that are submitted prior to the deadline of October 14, 2009, 5:00 p.m., and may involve other County staff in that review, before making a recommendation to the County Board of Commissioners, who will make the final selection. Prospective Consultants may be invited to participate in an oral presentation or interview. The County reserves the right to select a Consultant based upon written proposals.

The final selection, if any, will be that proposal which, in the opinion of the County, best meets the requirements set forth in the RFPS and is in the best interest of Lane County. The County requires that proposals be concise and clearly written containing only essential information. Proposals should be limited to 20 pages, including the transmittal letter. Costs incurred in the preparation of the proposal and participation in this RFPS process are borne by the proposing Consultant. Any Consultant failing to submit information in accordance with the procedures set forth herein may be considered non-responsive and may therefore be subject to disqualification by the County. The County reserves the right to seek clarification of each Consultant's proposal. The County reserves the right to reject any or all proposals if there is good cause and, further, reserve the right to cancel the solicitation if doing so would be in the best interest of the public in accordance with LM 21.105(10), referenced herein as if fully set forth, and available to view at [http://www.lanecounty.org/LaneManual/documents/LM21\\_2008\\_12\\_30.pdf](http://www.lanecounty.org/LaneManual/documents/LM21_2008_12_30.pdf)

Contract negotiations will be initiated with the selected Consultant. If a contract cannot be negotiated in a timely manner with the highest ranked Consultant, the County will retain the right to terminate contract negotiation and begin negotiation with the second highest rated and qualified Consultant. The contract will be in substantial conformance with Attachment C - Lane County Professional Services Contract.

## **B. Evaluation Criteria**

1. The County wishes to retain the services of a consultant who:
  - a. has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT";
  - b. is familiar with Lane County issues;
  - c. is familiar with and has a good working relationship with other statewide ACTs;
  - d. has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and
  - e. has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area.

Proposals will be reviewed and evaluated by the County, which expects to make a selection based on the written proposals. Interviews may be conducted with the top ranking Consultant(s) if the County decides it is necessary.

2. Project proposals will be reviewed and ranked equally on three elements:
  - a. Rates and Overall Cost - (33% of total score)
  - b. Work Plan Detail and Schedule - (33% of total score)
  - c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing RFPS Part II.B., and those qualities described in RFPS Part III.B.1., above (34% of total score)

**C. Protest of RFPS Document**

Any Consultant who believes that there are specifications contained within the Request for Professional Services contrary to law or unnecessarily restrictive, may submit written comment pursuant to ORS 279B.405(2)(a) and (4) and in accordance with LM 21.105(6), referenced herein as if fully set forth, to Celia Barry, Public Works Transportation Planning Division Manager, five days before the filing deadline, or by October 8, 2009, .

**D. Protest of Contract Award**

Any firm who is not selected by the Board of Commissioners for contract award may protest the Commissioners' recommendation. The appeal must be made in writing to Celia Barry, Public Works Transportation Planning Division Manager, and received by the department no later than 5:00 p.m., seven (7) business days after notice of the selection to the prospective Consultants, or by October 30, 2009, in accordance with LM 21.107(14).

- The protest must clearly state the grounds for protest and describe the conditions which, in the Consultant's view, resulted in their proposal not being recommended for award. A protesting Consultant must also demonstrate that they are the highest ranked Consultant because other Consultant(s) failed to meet the requirements of the RFPS or because the other Consultant(s) otherwise are not qualified to perform the services. Untimely protests will not be considered.

**Part IV – Attachments**

- A. Sample Professional Services Agreement
- B. Insurance Coverages Required
- C. Standard Provisions
- D. Proposed Process for Forming a Lane County ACT, August 31, 2009

**Sample Professional Services Agreement**

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PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and \_\_\_\_\_ hereinafter called Contractor.

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional \_\_\_\_\_ services for County as stated in the "(Action Plan", attached and incorporated by this reference as Exhibit \_\_\_\_, and as further described in Contractor's "Hourly Billing Rate" dated \_\_\_\_\_, attached and incorporated by this reference as Exhibit \_\_\_\_.
2. Contractor shall comply with all terms and conditions of this Contract, including all terms and conditions of the attached exhibits.
3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in individually negotiated Work Authorization Documents, in the total not to exceed amount of \$50,000 inclusive of all costs and expenses.
4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.
5. The contract term is 1 year from the date of the County's execution of this contract. This period may be extended for 2 additional 1 year periods, at the discretion of County
6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Contractor shall ensure that any subcontractor hired by the Contractor is similarly responsible.
7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
8. Contractor is not currently employed by County, and will not be under the direct control of County.
9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate must specify parties who are Additional Insured and must include a notice provision regarding cancellations. Contractor shall obtain insurance coverages required under this Contract from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Contractor shall maintain any insurance bearing on the adequacy of performance after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor must maintain all licenses and permits necessary to perform the Contract.

18. The County is not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract are effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. Each party is responsible for its own costs for mediation and the parties shall share the cost of the mediator. This procedure must be followed to its conclusion prior to either party seeking relief from a

court, except in the case of an emergency.

If the parties are unable to resolve the dispute through mediation, either party may submit the dispute to non-binding arbitration with the consent of the other party, using such arbitration process as they may choose at the time subject to the following conditions:

- a. The location of the arbitration must be in Eugene, Oregon;
- b. Each party is responsible for its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract does not waive or relinquish the County's right to such performance in the future nor the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are construed and enforced as if the Contract did not contain the particular provision held to be invalid.

24. Contractor has and shall maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personal information pursuant to ORS 646A.622(2), including the appropriate disposal of all personal information at the end of the Contract term, and agrees to comply with all other provisions of ORS 646.600 et. seq. (the Oregon Consumer Identity Theft Protection Act) throughout the term of this Contract.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jeff R. Spartz, County Administrator

CONSULTANT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM  
Date \_\_\_\_\_ Lane County

**Insurance Coverages Required**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input type="checkbox"/> \$2 million per occurrence
<input type="checkbox"/> Underground Hazard	<input checked="" type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.270), present limits \$500,000 per single claimant/\$1 million all claimants
<input checked="" type="checkbox"/> Products/Completed Operations	
<input checked="" type="checkbox"/> Contractual Liability	
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Other
<input type="checkbox"/> Owners' & Contractors' Protective	

*FORM* All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

*LIMITS*

<input checked="" type="checkbox"/> \$1 million per occurrence	<input type="checkbox"/> Other
<input type="checkbox"/> Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence	

**PROFESSIONAL LIABILITY** insurance – with limits not less than \$500,000.

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation extensions to additional insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

*EMPLOYER'S LIABILITY*  Limits of \$500,000.

**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.**

## Standard Provisions

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### 21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location

frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.



(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08)*

Revised 2.13.08

# Proposed Process for Forming a Lane County ACT

August 31, 2009

## Outcome

The formation of an up-and-running Lane County Area Commission on Transportation (ACT) with a charter approved by the ACT itself, the Lane County Board of Commissioners, and the Oregon Transportation Commission (OTC).

## When

October 2009 – June 2010 (9 months)<sup>1</sup>

## Who

The formation of the Lane County ACT is to be led and facilitated by a Project Team consisting of:

1. **Independent consultant / facilitator:** Leads project, familiar with ACTs and transportation decision-making, facilitates meetings.
2. **ODOT staff:** Provides technical and other support.
3. **Lane County staff:** Oversees project, reports to Lane County Board of Commissioners.

The project will engage government officials and staff, other stakeholders, invited experts familiar with ACTs, and potentially the interested public.

## How

The Lane County ACT is to be formed through a “bootstrapping” process aimed to get the right people around a table “owning” their own charter and working well together.

In more detail, the process includes the following major steps:

- I. **Identification of Preliminary List of Stakeholders:** Lane County Board of Commissioners, other jurisdictions, and other identified stakeholders, with assistance from the Project Team, develop a preliminary list of stakeholders to include in a “Pre-ACT.” [October 2009]
- II. **Formation of “Pre-ACT”:** The Lane County Board of Commissioners invites representatives from the identified stakeholders to join a Pre-ACT, a short-lived, *ad hoc* body charged with developing a proposed charter for the eventual ACT. [November 2009]
- III. **Development of Proposed Charter for Lane County ACT:**
  - **Purpose Statement:** The Pre-ACT develops a proposed purpose statement specifying the general mission and specific responsibilities of the Lane County ACT. [December 2009]

<sup>1</sup> SB 944 provides: “The governing body of Lane County ... shall develop, not later than **September 30, 2010**, a proposed charter for the formation of an area commission on transportation for Lane County.” SB 944 further provides: “Not later than **October 31, 2010**, the Oregon Transportation Commission shall schedule a meeting with the governing body of Lane County, other elected local officials and transportation stakeholders to discuss the proposed charter.”

- **Coordination:** The Pre-ACT develops proposed procedures for how the Lane County ACT coordinates with other groups, including the Lane County Board of Commissioners, the Lane County Roads Advisory Committee, the central Lane Metropolitan Planning Organization (MPO), the Lane Council of Governments Board of Directors, other nearby ACTs, etc. It is expected that coordination between the Lane County ACT and the Central Lane MPO will be of great importance. [January 2010]
- **Structure:** The Pre-ACT develops a proposed structure specifying the members, non-voting members, officers, committees and staff of the Lane County ACT. In particular, the Pre-ACT might revise the preliminary list of stakeholders in light of the proposed purpose statement. The Pre-ACT might also adjust its *own* membership to more closely match that proposed for the future Lane County ACT. [February 2010]
- **Operation:** The Pre-ACT develops proposed operating agreements for the Lane County ACT. Note that the Pre-ACT will have an opportunity to “test run” how the proposed operating agreements work. A key issue is how to make decisions, and whether to vote using a simple majority or supermajority rule, to work by consensus, or some hybrid approach. Other key issues are conflict resolution and public involvement. [March 2010]

IV. **Approval of Proposed Charter:**

- **Pre-ACT** approves the proposed charter. [April 2010]
- **Lane County Board of Commissioners** approves the proposed charter. [April 2010]

V. **Formation of Lane County ACT:**

- **Select Initial Members:** Initial members of the Lane County ACT are selected, following the provisions of the proposed charter. (Presumably, there will be procedures for filling specific seats on the ACT.) It is anticipated that some but not all members of the Pre-ACT will carry over to the Lane County ACT, and that some new members will be part of the Lane County ACT. Ideally, there will be enough continuity from the Pre-ACT to the ACT that the ACT will be able to hit the ground running. [May 2010]
- **Ratify Charter:** The Lane County ACT will ratify its own proposed charter. This step is important, if somewhat perfunctory, as the Lane County ACT will be an autonomous body and will need to accept its own charter in order to operate effectively. [May 2010]

VI. **Presentation of Proposed Charter to OTC for Final Approval** [June 2010]

Note that the Project Team will provide information on how other ACTs formed and function to the Lane County Board of Commissioners and the Pre-ACT.

Note that both the Pre-ACT and the eventual ACT should approve the proposed charter by consensus: If stakeholders couldn't even agree on who should be involved in an ACT and how they should work together, then the ACT itself would be formed crippled. (Think of the original states each ratifying the U.S. Constitution and agreeing to abide by its provisions before it took effect.)

Note that as the Pre-ACT develops a proposed charter, Lane County staff will check in with the Lane County Board of Commissioners, giving them an opportunity to follow and advise the development of a charter. In the end, the aim is for the Pre-ACT / ACT to “own” its own charter. But, as provided by SB 944, the Lane County Board of Commissioners is ultimately responsible for the development of a proposed charter.

**Lane County ACT Proposal Rating: EcoNorthwest**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	<u>Yes</u>	No
b. Is familiar with Lane County issues; (III.c.)	<u>Yes</u>	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	<u>Yes</u>	No
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	<u>Yes</u>	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	<u>Yes</u>	No
Total number of yes		<u>5</u>

*Proposal Content*

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	<u>6</u>
Credentials	Points	<u>6</u>
Understanding, approach, and experience	Points	<u>6</u>
Resources	Points	<u>6</u>
References	Points	<u>5</u>
Responses to Section I above, Evaluation Criteria	Points	<u>5</u>

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	<u>25</u>
b. Work Plan Detail and Schedule - (33% of total score)	Points	<u>33</u>
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPS Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPS Part III.B.1. (34% of total score)	Points	<u>34</u>

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**Lane County ACT Proposal Rating: Lane Council of Governments**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	Yes	No
b. Is familiar with Lane County issues; (III.c.)	Yes	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	Yes	No
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	Yes	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	Yes	No
Total number of yes		4

**Proposal Content**

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	5
Credentials	Points	5
Understanding, approach, and experience	Points	4
Resources	Points	5
References	Points	6
Responses to Section I above, Evaluation Criteria	Points	4

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	25
b. Work Plan Detail and Schedule - (33% of total score)	Points	31
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPS Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPS Part III.B.1. (34% of total score)	Points	29

85

**Lane County ACT Proposal Rating: Rob Zako**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	Yes	No
b. Is familiar with Lane County issues; (III.c.)	Yes	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	Yes	No
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	Yes	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	Yes	No
Total number of yes		4

**Proposal Content**

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	3
Credentials	Points	4
Understanding, approach, and experience	Points	4
Resources	Points	5
References	Points	5
Responses to Section I above, Evaluation Criteria	Points	4

25

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	20
b. Work Plan Detail and Schedule - (33% of total score)	Points	25
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPs Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPs Part III.B.1. (34% of total score)	Points	25

70

**Lane County ACT Proposal Rating: EcoNorthwest**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	Yes ✓	No
b. Is familiar with Lane County issues; (III.c.)	Yes ✓	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	Yes ✓	No
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	Yes ✓	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	Yes ✓	No
Total number of yes		5

*PROPOSAL CONTENT*

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	5
Credentials	Points	6
Understanding, approach, and experience	Points	6
Resources	Points	6
References	Points	5
Responses to Section I above, Evaluation Criteria	Points	5

33

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	28
b. Work Plan Detail and Schedule - (33% of total score)	Points	32
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPS Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPS Part III.B.1. (34% of total score)	Points	33

93

**Lane County ACT Proposal Rating: Lane Council of Governments**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	Yes ✓	No
b. Is familiar with Lane County issues; (III.c.)	Yes ✓	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	Yes	No ✓
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	Yes ✓	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	Yes ✓	No
Total number of yes		4

*Proposal Content*

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	4
Credentials	Points	5
Understanding, approach, and experience	Points	4
Resources	Points	5
References	Points	5
Responses to Section I above, Evaluation Criteria	Points	4

27

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	30
b. Work Plan Detail and Schedule - (33% of total score)	Points	30
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPS Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPS Part III.B.1. (34% of total score)	Points	27

87



**Lane County ACT Proposal Rating: Rob Zako**

<b>I. Lane County ACT Proposals: Evaluation Criteria</b>		
a. Has substantial expertise and credentials in successfully developing and facilitating decision processes that are similar in complexity, scope, process, and substance to developing a charter for formation of an ACT, as more specifically described in Attachment D, "Proposed Process for Forming a Lane County ACT"; (III.c.)	Yes	No ✓
b. Is familiar with Lane County issues; (III.c.)	Yes ✓	No
c. Is familiar with and has a good working relationship with other statewide ACTs; (III.c.)	Yes ✓	No
d. Has a history and familiarity with the Oregon Department of Transportation (ODOT) and the Oregon Transportation Planning Rule (TPR); and (III.c.)	Yes ✓	No
e. Has a history of working with the different stakeholders throughout the County, and the cities, and the Central Lane Metropolitan Planning Organization (MPO) area. (III.c.)	Yes ✓	No
Total number of yes		4

*Proposal Content*

<b>II. Sub-Rating of III.c., below (a maximum total of 34 points)</b>		
Thoroughness in submittal of "Information to be Provided by Applicants" (listed below)	Points	2
Credentials	Points	3
Understanding, approach, and experience	Points	3
Resources	Points	2
References	Points	5
Responses to Section I above, Evaluation Criteria	Points	4

19

<b>III. Overall Ranking (A maximum total of 100 points)</b>		
a. Rates and Overall Cost - (33% of total score)	Points	25
b. Work Plan Detail and Schedule - (33% of total score)	Points	25
c. Proposal Content, to include credentials, understanding/approach, experience, resources, references, and other elements, including thoroughness in addressing Evaluation Criteria in RFPS Part II.B. (Information to be Provided by Applicants) and those qualities described in RFPS Part III.B.1. (34% of total score)	Points	19

69