



LANE TRANSIT DISTRICT BOARD OF DIRECTORS FINANCE COMMITTEE MEETING

Monday, August 12, 2019
4:00 p.m. – 5:30 p.m.

LTD Board Room
3500 E. 17th Avenue, Eugene
(Off Glenwood Blvd. in Glenwood)

AGENDA

<u>Time</u>	<u>ITEM</u>	<u>Page</u>
4:00 p.m.	I. CALL TO ORDER	
	II. ROLL CALL	
	<input type="checkbox"/> Emily Secord <input type="checkbox"/> Joshua Skov <input type="checkbox"/> Carl Yeh	
	III. COMMENTS FROM THE CHAIR	
	IV. ITEMS FOR ACTION	
4:05 p.m.	A. APPROVAL OF MINUTES Action Needed: Approval <i>Approve minutes from the July 8, 2019 meeting</i>	2
	V. ITEMS FOR BOARD RECOMMENDATION	
4:10 p.m.	A. CONTRACT NO. 2018-72 CASCADE HEALTH SOLUTIONS [David Collier]	5
4:20 p.m.	B. INTERGOVERNMENTAL AGREEMENT NO. 2019-41: CITY OF EUGENE DOWNTOWN MOBILITY ON DEMAND PROJECT PARTNERSHIP [Collina Beard]	7
4:30 p.m.	C. CONTRACT NO. 2019-17: LAMAR TRANSIT, LLC [Collina Beard]	9
4:40 p.m.	D. CONTRACT NO. 2019-78: RIDEZERO, LLC [Collina Beard]	11
4:50 p.m.	E. CONTRACT NO. 2019-80: JLA PUBLIC INVOLVEMENT, INC. [Andrew Martin]	14
5:00 p.m.	F. CONTRACT NO. 2019-68: WANNAMAKER CONSULTING, INC. [Andrew Martin]	17
5:10 p.m.	G. CONTRACT NO. 2019-12: RAYMOND HANDLING CONCEPTS [Mark Johnson]	20
5:20 p.m.	H. CONTRACT NO. 2019-82: SECURANCE CONSULTING, LLC [Robin Mayall]	22
5:30 p.m.	VI. ADJOURNMENT	

The facility used for this meeting is wheelchair accessible. To request a reasonable accommodation or interpreter, including alternative formats of printed materials, please contact LTD's Administration office no later than 48 hours prior to the meeting at 541-682-5555 (voice) or 7-1-1 (TTY through Oregon Relay).

MINUTES OF FINANCE COMMITTEE MEETING

LANE TRANSIT DISTRICT

Monday, July 8, 2019

Pursuant to notice given to *The Register-Guard* for publication on July 3, 2019, and distributed to persons on the mailing list of the District, the Finance Committee of the Lane Transit District held a meeting on Monday, July 8, 2019, beginning at 4:00 p.m., at the LTD Board Room, 3500 E. 17th Avenue, Eugene, Oregon.

Present: Carl Yeh, Chair (via teleconference)
Emily Secord (via teleconference)
Josh Skov (via teleconference)
General Manager Aurora Jackson
Assistant General Manager Service Delivery Mark Johnson
Sean Walker, General Counsel
Director of Fleet Management Matthew Imlach
Development Planner Andrew Martin
Camille Gandolfi, Clerk of the Board

CALL TO ORDER/ROLL CALL — Mr. Yeh called the meeting to order and called the roll.

COMMENTS FROM THE CHAIR — None.

MOTION APPROVAL OF MEETING MINUTES — Mr. Skov moved to approve the minutes of the June 10, 2019, Finance Committee meeting as presented. Mr. Yeh provided the second.

VOTE The motion passed as follows:
AYES: Skov, Yeh (2)
NAYS: None
ABSTENTIONS: None
EXCUSED: Secord (1)

CONTRACT NO. 2019-52 - UNIVERSITY OF OREGON SUSTAINABLE CITY YEAR PROGRAM — Mr. Martin said Lane Transit District (LTD) had been selected as a community partner by the University in March 2019. Under the contract LTD would enter into a partnership in which students were engaged in a variety of projects on the District's behalf.

Mr. Yeh asked if LTD was committing the full amount of \$250,000. Mr. Martin replied that under the contract the cost per class was \$10,000 and LTD could propose up to 25 classes. He said the University would invoice LTD each term for the number of classes; costs would be reconciled at the conclusion of the contract period. The maximum allowable under the contract was 25 classes, but the final number could be lower.

Ms. Secord joined the meeting at 4:10 p.m.

Mr. Skov said he had discussed with LTD's legal counsel a potential or perceived conflict of interest because of his teaching position at the University. Counsel had determined there was no actual conflict because he would not benefit financially from the contract even if one of the classes he taught was engaged in a project under the contract.

Mr. Martin said staff was actively working with the University on fall classes; information on spring classes would be available at a later date.

Mr. Yeh commented that he looked forward to the results of the partnership with the University and its students.

Mr. Skov remarked there had been a good exchange of information at the initial meeting with the University. He said LTD was well positioned to benefit from the partnership.

In response to a question from Ms. Secord, Mr. Martin confirmed that the cost per class under the contract was \$10,000; the maximum amount that could be spent was \$250,000. He said expenditures could be lower if there were less than 25 classes during the contract period and LTD was providing the funding.

MOTION Ms. Secord moved to forward Contract No. 2019-52 to the Board of Directors with a recommendation for approval. Mr. Skov provided the second.

VOTE The motion passed as follows:
AYES: Secord, Skov, Yeh (3)
NAYS: None
ABSTENTIONS: None
EXCUSED: None

CONTRACT NO. 2019-09 - CUMMINS SALES AND SERVICES — Mr. Imlach explained that the contract was for Cummins engines and rebuild kits and Voith transmissions. He said needed replacement parts had been identified for multiple engines and transmissions.

Ms. Secord noted that only one bid had been received and asked how many firms were requested to bid. Mr. Imlach said potential bidders included Cummins, Brattain International and Freightliner. He said Brattain and Freightliner were not competitive because of higher costs.

Mr. Skov asked if the contract was necessary because of the District's aging fleet, which had been discussed at recent Board meetings. Mr. Imlach said some components were related to maintenance of aging vehicles, but others were related to scheduled maintenance.

Ms. Secord asked if there was an option to obtain other bids prior to the end of the five-year contract period. Mr. Imlach said the base term of the contract was one year, plus four additional years at the District's discretion.

MOTION Ms. Secord moved to forward Contract No. 2019-09 to the Board of Directors with a recommendation for approval. Mr. Skov provided the second.

VOTE The motion passed as follows:
AYES: Secord, Skov, Yeh (3)
NAYS: None
ABSTENTIONS: None
EXCUSED: None

Ms. Secord said it would be helpful to see how contracts and purchases fit within the District's budget. Ms. Jackson said that information could be added to the agenda item summary that specified the fund(s) and project related to the contract. She noted that all purchases were part of adopted fund budgets. In the event a contract was not already included in the approved budget

the Board would be asked for a budget amendment to the specific fund prior to approving the contract.

ADJOURNMENT

Mr. Yeh adjourned the meeting at 4:20 p.m.

Recorded by Lynn Taylor



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2018-72: CASCADE HEALTH SOLUTIONS

PREPARED BY: David Collier, Director of Human Resources and Risk Management

DIRECTOR: Mark Johnson, Assistant General Manager

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into contract with Cascade Health Solutions for the purpose of providing after hours injury response.

DESCRIPTION/JUSTIFICATION: The District requires a service that can provide after-hours injury response and a company that can do drug testing all hours of the districts operation.

CONTRACT/PROJECT HISTORY: LTD has used Cascade Health Solutions for several decades to provide this service.

PROCUREMENT IMPACT: LTD Procurement Policy, Section 8.3 Single Bid or Single Proposal states that "Upon receiving a single bid or single proposal in response to a solicitation, the Procurement Manager should make a written determination of whether the competition was adequate. This determination should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal." A survey of potential proposers yielded that they did not offer after hours services. Additionally, most of them stated that they also utilized or subcontracted their after-hours requirements to Cascade Health Solutions.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The Contract is for a period of five (5) years. Based upon past utilization of these services, Staff forecasts that the total budget impact the Contract Term shall not exceed \$39,060.

FUNDING SOURCE: This service is funded by the general fund.

REQUIRED REPORTING: None, the District is only required to publicly advertise the sole source procurement method for five days and, provided there are no protests, the District may issue the contract.

CONSIDERATIONS: N/A

ALTERNATIVES: The Board could choose to competitively bid these services and award a contract to the successful proposer.

PROJECT CLOSEOUT TEAM: The Director of Human Resources, in cooperation with the Procurement Department, would be responsible for closeout of the contract at the termination of services.

SUPPORTING DOCUMENTATION: N/A

PROPOSED MOTION: I move to forward Contract No. 2018-72 to the Board of Directors with a recommendation for approval.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: INTERGOVERNMENTAL AGREEMENT (“IGA”) NO. 2019-41: CITY OF EUGENE DOWNTOWN MOBILITY ON DEMAND PILOT PROJECT PARTNERSHIP

PREPARED BY: Collina Beard, Director of Business Services

DIRECTOR: Mark Johnson, Assistant General Manager

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into an IGA with the City of Eugene (“City”), Lane County (“County”) and the Lane Council of Governments (“LCOG”) to engage in a pilot project to provide mobility on demand services in the City core.

DESCRIPTION/JUSTIFICATION: LTD, the City, the County, and LCOG have agreed to partner in a twelve (12) month pilot project, called Mobility on Demand (“MOD”), with the goal of providing local public transit services within the Downtown area of the City of Eugene, Oregon.

CONTRACT/PROJECT HISTORY: N/A

PROCUREMENT IMPACT: ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers or agents, have the authority to perform. Additionally, ORS 279B.075 Sole-source procurements states that “a contracting agency may award a contract for goods or services without competition if...a local contract review board...determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. The determination of a sole source must be based upon written findings.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The partners will contribute as follows:

1. LTD = \$100,000 for operations; purchase of four (4) all-electric, low-speed vehicles, purchase and installation of signage for stops.
2. City of Eugene = \$75,000 for operations; installation of signage for stops
3. Lane County = \$75,000 for operations; and,
4. LCOG = in-kind staff time contributions to manage the project and selected service provider.

FUNDING SOURCE: This pilot project is funded in part by the State of Oregon’s Statewide Transportation Improvement Fund (STIF), which established a new dedicated source of funding for improving or expanding public transportation service in Oregon.

REQUIRED REPORTING: The agreement requires LCOG to provide monthly reporting related to performance to the other partners. Additionally, reporting related to the STIF is required to the Oregon Department of Transportation.

CONSIDERATIONS: Based on the assessment and rationale, the Board is being advised to take the following action: authorize the general manager to enter into contract with the City, the County, and LCOG to engage in a pilot project to provide MOD services in the City core.

ALTERNATIVES: (1) Amend LTD's contribution to the pilot project; (2) deny approval of the agreement.

PROJECT CLOSEOUT TEAM: The Director of Specialized Services, or designee, would be responsible for closeout of contract at the termination of services.

SUPPORTING DOCUMENTATION: N/A

PROPOSED MOTION: I move to forward IGA No. 2019-41 to the Board of Directors with a recommendation for approval.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-17: LAMAR TRANSIT, LLC

PREPARED BY: Collina Beard, Director of Business Services

DIRECTOR: Cosette Rees, Director of Specialized Services

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into contract with Lamar Transit, LLC (“Lamar”) for the provision of transit advertising services.

DESCRIPTION/JUSTIFICATION: This is a revenue based contract for the selling of advertising on LTD’s fixed-route fleet. Ads are sold and placed both externally on the coaches, as well as internally as ‘header cards’ on the coaches. This contract provides a minimum annual guarantee (“MAG”) of revenue for LTD, as well as a ‘revenue share’ if/when ad sales exceed a pre-defined, agreed upon dollar amount. This contract is a seven-year base contract, with three one-year options to renew.

CONTRACT/PROJECT HISTORY: Lamar is the current contractor for these services and has successfully worked with LTD for several years. Lamar has a track record of exceeding projected revenues and delivering on the promised minimum annual guarantee.

PROCUREMENT IMPACT: A Request for Proposals was issued soliciting a contractor to both exclusively sell transit advertising in and on LTD’s fleet AND assist in managing (removing, installing, maintaining) LTD fleet graphics. Though several firms participated during the solicitation period, we received a single bid from Lamar. Following the single bid analysis, Lamar was found to be the most responsible bidder. A survey of potential proposers yielded that other firms were unwilling to accept LTD’s requirement for the MAG.

POLICY IMPACT:

1. In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.
2. LTD Procurement Policy, Section 8.3 Single Bid or Single Proposal states that “Upon receiving a single bid or single proposal in response to a solicitation, the Procurement Manager should make a written determination of whether the competition was adequate. This determination should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.”

ECONOMIC IMPACT: The MAG for year one of the contract is \$400,000, with a 60% revenue share. However, year one will be prorated to reflect 10 months as opposed to 12 months (\$333,333.33), which is consistent with the effective date of the first contract year. Lamar’s financial strength allows them to prepay the entire MAG each contract year, with annual “true up.” Revenue share overage is be paid within 30 days after contract year-end when the revenue share percentage for the year exceeds the MAG.

FUNDING SOURCE: N/A

REQUIRED REPORTING: Lamar's monthly reporting to LTD shall clearly reflect totals for both space and other categories of sale. All art, production and installation fees are excluded from the sum upon which the revenue share is calculated. This is consistent with industry standard.

CONSIDERATIONS: Based on the assessment and rationale the Board is being advised to take the following action: authorize the general manager to enter into contract with Lamar.

ALTERNATIVES: Consider eliminating the sale of advertising on LTD's fleet and deny approval of the contract.

PROJECT CLOSEOUT TEAM: The responsible parties for the management, oversight, and all other aspects of this contract will be the Marketing and Communications Manager and the Director of Specialized Services.

ATTACHMENTS: N/A

PROPOSED MOTION: I move to forward Contract No. 2019-17 to the Board of Directors with a recommendation for approval.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-78: RIDEZERO, LLC

PREPARED BY: Collina Beard, Director of Business Services

DIRECTOR: Mark Johnson, Assistant General Manager

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into a sole source contract with RideZero, LLC (“RideZero”) as the service provider for the Downtown Eugene Mobility on Demand (“MOD”) pilot project.

DESCRIPTION/JUSTIFICATION: LTD, the City of Eugene, Lane County, and Lane Council of Governments (“LCOG”) have agreed to partner in a twelve (12) month pilot project, called MOD, with the goal of providing local public transit services within the Downtown area of the City of Eugene, Oregon. As a part of the MOD pilot project, the partners selected RideZero to be the service provider.

CONTRACT/PROJECT HISTORY: N/A

PROCUREMENT IMPACT: In accordance with ORS 279B.075 Sole-source procurements, “a contracting agency may award a contract for goods or services without competition if...a local contract review board...determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. The determination of a sole source must be based upon written findings.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The total cost for the service operations will not exceed \$250,000 during the pilot. The partners will contribute as follows:

1. LTD = \$100,000;
2. City of Eugene = \$75,000; and
3. Lane County = \$75,000

FUNDING SOURCE: This pilot project is funded in part by the State of Oregon’s Statewide Transportation Improvement Fund (STIF), which established a new dedicated source of funding for improving or expanding public transportation service in Oregon.

REQUIRED REPORTING: The contractor will provide service metrics and other required information to LCOG to be reported to the partners.

CONSIDERATIONS: Based on the assessment and rationale the Board is being advised to take the following action: authorize the general manager to enter into a sole source contract with RideZero, LLC as the service provider for the Downtown Eugene MOD pilot project.

ALTERNATIVES: Deny award of the contract to RideZero as a sole source and competitively bid the services.

PROJECT CLOSEOUT TEAM: The Director of Specialized Services, or designee, would be responsible for closeout of contract at the termination of services.

SUPPORTING DOCUMENTATION

- 1) Sole Source Findings of Fact

PROPOSED MOTION: I move to forward Contract No.2019-78 to the Board of Directors with a recommendation for approval.

**PROPOSED FINDINGS OF FACT FOR AWARDING A CONTRACT FOR GOODS AND/OR SERVICES
WITHOUT COMPETITION AND THROUGH A SOLE-SOURCE PROCUREMENT**

The Oregon Revised Statutes require that all contracts for goods and/or services be based upon competitive bids or proposals. An exception to this requirement is permitted when the goods or services are only available from one source. Sole-source procurements must be justified by "Findings" pursuant to Oregon law. The following are those "findings."

The Services Required Are Available From Only One Source:

- 1. Finding: the goods or services are for use in a pilot or an experimental project; LTD, the City, the County and LCOG have agreed to partner in a twelve (12) month pilot project, called Mobility on Demand (MOD), with the goal of providing local public transit services within the Downtown area of the City of Eugene, Oregon. As a part of the MOD pilot project, the partners selected RideZero to be the service provider.**

CONCLUSIONS OF LAW

The above "Finding" shows that the sole-source procurement process to retain the services of RideZero, LLC comply with the requirements of Oregon law for award of a contract for goods or services without competition.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-80: JLA PUBLIC INVOLVEMENT, INC.

PREPARED BY: Andrew Martin, Development Planning Associate

DIRECTOR: Tom Schwetz, Director of Planning and Development

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into a sole source contract with JLA Public Involvement, Inc. ("JLA") to satisfy the need for professional services related to the MovingAhead project.

CONTRACT/PROJECT HISTORY: MovingAhead is a cooperative effort of the City of Eugene, LTD, and regional partners in the community to determine what improvements are needed on some of our most important transportation corridors. JLA was hired to provide professional services to support the publication of an Alternatives Analysis and the decision making process to select a locally preferred alternative ("LPA") for the project. These tasks were initially scoped to be completed within one year. Since that time, the project has faced several delays and the need for additional process at the request of project partners. LTD Staff have responded to community and decision maker desires to complete other projects prior to making a decision on MovingAhead, as well as to conduct additional processes to support the decision making. These delays and changes have resulted in needing additional assistance from JLA Public Involvement that was not originally budgeted, including additional assistance with public outreach and comment tracking, support producing materials for additional committee meetings, support and material production for decision making meetings, and additional technical and strategic assistance.

DESCRIPTION/JUSTIFICATION: The contract for JLA is set to expire on December 31, 2019, with no additional options to renew. Staff anticipate needing support from JLA through the end of the MovingAhead project, which is expected to be completed in early 2020. Additionally, staff would like to add scope to the remaining work for JLA that will allow the consultant to perform several important tasks that staff do not have expertise to complete.

JLA has helped to produce significant amounts of the project documentation — including the Alternatives Analysis, project memoranda, and many of the project graphics and fact sheets — and have developed the look and feel of many project materials. They are also aware of the project history, local stakeholder engagement, and process conducted to date. As a result, procuring a new contractor to support the project in the final decision making process would result in expenditure of significant resources to make contractors knowledgeable with project style, content, and process. Further, new contractors may require a lengthy period of time to onboard that would delay the project as the final decision making approaches, resulting in additional costs of re-engaging with the public and decision makers at a later date. This would also decrease the effectiveness of work completed to date in generating interest in the project and engagement with the local community.

PROCUREMENT IMPACT: In accordance with ORS 279B.075 Sole-source procurements, "a contracting agency may award a contract for goods or services without competition if...a local contract review board...determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. The determination of a sole source must be based upon written findings.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: Staff estimates that \$23,000 will remain in the existing contract. The additional scope activities will total \$40,694.47, for a new contract value of \$63,694.47. The funding for these services are programmed in the FY 2019-2020 Annual Budget and have been approved in the FY 2019 Community Investment Plan (#19-MOVAHD-0301014).

FUNDING SOURCE: MovingAhead is funded through an MPO discretionary grant of \$850,000 with LTD Matching Funds of \$97,286.

REQUIRED REPORTING: Staff provides quarterly reports to FTA.

CONSIDERATIONS: Staff recommends that the Board:

1. approve adoption of Findings of Fact to support entering into a sole source contract with JLA Public Investment, Inc. for the provision of planning services related to the MovingAhead project; and
2. authorize the general manager to enter into a sole source contract with JLA Public Investment, Inc. for these purposes.

ALTERNATIVES: Alternatives may include:

1. Approval to enter into sole source contract with JLA Public Involvement, providing a longer contract term and additional scope to allow consultant to complete MovingAhead related activities; or
2. Choose not to approve general manager to enter into sole source contract, which may have implications for project cost and schedule.

PROJECT CLOSEOUT TEAM: Andrew Martin, development planner, and Tom Schwetz, director of planning and development, will be responsible for acceptance of services and contract closeout.

SUPPORTING DOCUMENTATION:

- 1) Sole Source Findings of Fact

PROPOSED MOTION: I move to forward contract no.2019-80 to the Board of Directors with a recommendation for approval.

**PROPOSED FINDINGS OF FACT FOR AWARDING A CONTRACT FOR GOODS AND/OR SERVICES
WITHOUT COMPETITION AND THROUGH A SOLE-SOURCE PROCUREMENT**

The Oregon Revised Statutes require that all contracts for goods and/or services be based upon competitive bids or proposals. An exception to this requirement is permitted when the goods or services are only available from one source. Sole-source procurements must be justified by "Findings" pursuant to Oregon law. The following are those "findings."

The Services Required Are Available From Only One Source:

- 1. Finding: Contractor has worked on MovingAhead project since 2018 and has extensive and unique knowledge of the project history, goals, and deliverables.**
- 2. Finding: Contractor has a history of providing outstanding service and a consistently high quality of work.**
- 3. Finding: Contractor's unique and existing project knowledge will result in efficient utilization of public monies that would not be possible with other contractors.**
- 4. Finding: Given all of the prior findings, contractor's rate is provided at a good value to the District.**

CONCLUSIONS OF LAW

The above "Findings" show that the sole-source procurement process to retain the professional services of JLA Public Involvement, Inc. relating to the MovingAhead project complies with the requirements of Oregon law for award of a contract for goods or services without competition.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-68: WANNAMAKER CONSULTING, INC.

PREPARED BY: Andrew Martin, Development Planning Associate

DIRECTOR: Tom Schwetz, Director of Planning and Development

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into a sole source contract with Wannamaker Consulting, Inc. to satisfy the need for additional planning and National Environmental Policy Act (“NEPA”) services for MovingAhead.

DESCRIPTION/JUSTIFICATION: The MovingAhead project was originally scoped to be completed before summer 2019. The project is not expected to be completed until January 2020, at the earliest. Additionally, additional process and deliverables are required to complete the project in a manner consistent with the expectations of LTD, project partners, and the district’s residents.

Wannamaker Consulting’s NEPA and planning experience are necessary to complete the project and make effective use of public monies that would not be possible with other contractors. Their knowledge of the project and history with LTD make them uniquely qualified to assist with the completion of the project. Selecting another contractor would require significant expense and delay.

CONTRACT/PROJECT HISTORY: Wannamaker Consulting has been under contract to provide planning and NEPA services for the MovingAhead project since 2015. The existing contract with Wannamaker Consulting, Inc. expired on 7/31/19. The project has extended beyond the originally planned date due to internally imposed delays and expectations about process by project partners, community members, and project committees.

A new contract is necessary to extend Wannamaker Consulting’s ability to work on the project. Wannamaker Consulting provides critical NEPA expertise and project management assistance to project staff. As a result of the extended project timeline and expanded decision making process, staff would like to add several activities to the scope of work for Wannamaker Consulting. Staff estimate that at the end of the contract period, there will be approximately \$2,000 remaining in uncompleted work. Staff propose to add an additional \$27,160 in activities to the original scope of work, for a new total contract value of \$29,160. These activities will allow staff to leverage consultant expertise in the decision making process and in drafting required documentation to comply with NEPA requirements.

PROCUREMENT IMPACT: In accordance with ORS 279B.075 Sole-source procurements, “a contracting agency may award a contract for goods or services without competition if...a local contract review board...determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. The determination of a sole source must be based upon written findings.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The money for this contract was budgeted for FY19-20 and does not impact the General Fund.

FUNDING SOURCE: MovingAhead is funded through an MPO discretionary grant.

REQUIRED REPORTING: Staff provides quarterly reports to FTA.

CONSIDERATIONS: Staff recommends that the Board approve adoption of a resolution allowing the General Manager of LTD to enter into a sole source contract with Wannamaker Consulting for NEPA and planning services for the MovingAhead project.

ALTERNATIVES: Alternatives include:

- Approval to enter into sole source contract with Wannamaker Consulting, allowing consultant to continue to assist staff with MovingAhead project.
- Choose not to approve GM to enter into sole source contract, which may have implications for project cost and schedule.

PROJECT CLOSEOUT TEAM: Andrew Martin and Tom Schwetz will be responsible for acceptance of goods and contract closeout.

SUPPORTING DOCUMENTATION:

- 1) Sole Source Findings of Fact

PROPOSED MOTION: I move to forward contract no.2019-68 to the Board of Directors with a recommendation for approval.

**PROPOSED FINDINGS OF FACT FOR AWARDING A CONTRACT FOR GOODS AND/OR SERVICES
WITHOUT COMPETITION AND THROUGH A SOLE-SOURCE PROCUREMENT**

The Oregon Revised Statutes require that all contracts for goods and/or services be based upon competitive bids or proposals. An exception to this requirement is permitted when the goods or services are only available from one source. Sole-source procurements must be justified by "Findings" pursuant to Oregon law. The following are those "findings."

The Services Required Are Available From Only One Source:

- 1. Finding: Contractor has worked on MovingAhead project since 2015 and has extensive and unique knowledge of the project history, goals, and deliverables.**
- 2. Finding: Contractor has a history of providing outstanding service and a consistently high quality of work.**
- 3. Finding: Contractor's unique and existing project knowledge will result in efficient utilization of public monies that would not be possible with other contractors.**
- 4. Finding: Given all of the prior findings, contractor's rate is provided at a good value to the District.**

CONCLUSIONS OF LAW

The above "Findings" show that the sole-source procurement process to retain the NEPA and planning services of Wannamaker Consulting, Inc. relating to the MovingAhead project complies with the requirements of Oregon law for award of a contract for goods or services without competition.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-12: RAYMOND HANDLING CONCEPTS CORPORATION

PREPARED BY: Mark Johnson, Assistant General Manager

DIRECTOR: Aurora Jackson, General Manager

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into contract with Raymond Handling Concepts Corporation to purchase all electric, low-speed vehicles for on-demand services.

DESCRIPTION/JUSTIFICATION: On February 8, 2019, a Request for Procurement Action (“RPA”) was submitted for the purchase of three (3) Low-Speed Electric Vehicles. It was decided that LTD would utilize the State of Washington’s Contract for these vehicles. Procurement verified the usage of this contract and it was determined that LTD could utilize this particular contract.

On February 27, 2019, a quote was received from Raymond Handling Concepts Corporation, an authorized dealer on the Washington State Contract. The quoted amount came to \$123,369.00 for the three (3) low-speed vehicles.

On June 11, 2019, an additional Request for Procurement Action was submitted for the purchase of one (1) Accessible low-speed electric vehicle. The State of Washington contract was utilized again and a quote was received from Raymond Handling Concepts Corporation, in the amount of \$53,280.00. The total amount of the procurement of four (4) low-speed electric vehicles is \$176,649.00.

CONTRACT/PROJECT HISTORY: N/A

PROCUREMENT IMPACT: SECTION 9 – JOINT AND COOPERATIVE PROCUREMENTS of the District’s Procurement Policy states, “LTD may, and is encouraged by FTA, to use State or Local Government Purchasing Schedules, in accordance with the FTA Circular 4220.1F. Use of a State or Local Purchasing Schedule is a “joint cooperative procurement” under Oregon law.”

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The economic impact is the additional cost of the accessible vehicle which was planned for but unavailable until recently.

FUNDING SOURCE: The vehicles will be purchased with STIF which require no match.

REQUIRED REPORTING: N/A

CONSIDERATIONS: LTD is committed to all of its services being accessible. When the original electric vehicles were procured the manufacturer did not have an option for accessible vehicles of this type that would function well in the Eugene environment. Since then, they have revised their accessible program and it is a viable option for LTD to purchase an additional vehicle to ensure that we can accommodate all community members. Not purchasing

an accessible vehicle would make it more difficult for wheelchair using customers to get around downtown. LTD would have to arrange alternate options for these customers.

ALTERNATIVES: N/A

PROJECT CLOSEOUT TEAM: Fleet maintenance will inspect and accept the vehicles.

SUPPORTING DOCUMENTATION: N/A

PROPOSED MOTION: I move to forward Contract No. 2019-12 to the Board of Directors with a recommendation for approval.



AGENDA ITEM SUMMARY

DATE OF MEETING: August 12, 2019

ITEM TITLE: CONTRACT NO. 2019-82: SECURANCE CONSULTING, LLC

PREPARED BY: Robin Mayall, IT Director

DIRECTOR: Mark Johnson, Assistant General Manager

ACTION REQUESTED: Forward to the Board of Directors with a recommendation of approval

Please disclose any actual or potential conflict of interest.

PURPOSE: To authorize the general manager to enter into contract with Securance, for the purpose of facilitating the IT Steering Committee.

DESCRIPTION/JUSTIFICATION: In April through September, 2018, Securance Consulting, LLC was contracted by LTD to provide an overall Assessment of LTD's IT staffing, applications, systems, databases, security, risk, and management. Their original contracted scope of work also covered development of an IT Strategic Plan and the project management of the implementation of that strategic plan. Subsequent to the first part of their scope of work being completed (the Assessment component), the contract for Securance expired, and they did not have an opportunity to complete the work plan.

During their IT Assessment, Securance was given extensive access to all of LTD's systems, applications, databases, personnel, infrastructure, networks, and communications. They developed a thorough understanding of LTD's IT Team history and structure. The most cost-effective way to move forward through the work plan to develop and facilitate the IT Steering Committee is by leveraging the knowledge and work already performed by Securance.

CONTRACT/PROJECT HISTORY: The proposed contractor, Securance Consulting LLC, has a history as a trusted partner with LTD's IT team and in our infrastructure assessment and support. Our previous contract with them allowed them to develop deep insights that will allow them to build on that trust with LTD leadership to effectively create governance, develop documentation, and facilitate the creation of the IT Steering committee. Their initial contract was designed to allow them to follow through on their recommendations by supporting LTD's IT Team through the development of several key processes. This is one of the first components in that work plan that LTD needs assistance with.

LTD is requesting a Sole Source contract with Securance because in order to facilitate the steering committee, a contractor would need to have deep insights into our LTD processes and personnel, and our IT environment. Since Securance already has both access and familiarity, and have performed exceptionally for us throughout the IT Assessment process, we trust them to implement this IT Steering Committee. Additionally, their knowledge of our environment enables them to perform this task in an economical fashion, bypassing the time it would take to perform discovery that would be necessary if they did not already possess a high level of familiarity with our systems. The cost of engaging an entity who does not possess this in-depth knowledge would be counter to the public's interest in the efficient use of public funds. Thus it is reasonable to conclude that the services provided by Securance Consulting LLC are only available from a single source for a reasonable cost.

PROCUREMENT IMPACT: In accordance with ORS 279B.075 Sole-source procurements, "a contracting agency may award a contract for goods or services without competition if...a local contract review board...determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. The determination of a sole source must be based upon written findings.

POLICY IMPACT: In accordance with LTD Resolution No. 2017-03-15-011, the Board must review and approve all contracts exceeding \$149,999, and all individual or cumulative contract amendments and change orders that exceed the lesser of \$150,000 or ten-percent (10%) of the initial contract value.

ECONOMIC IMPACT: The projected contract would be for \$25,000

FUNDING SOURCE: This project would be funded by the general fund

REQUIRED REPORTING: None, the District is only required to publicly advertise the sole source procurement method for five days and, provided there are no protests, the District may issue the contract.

CONSIDERATIONS: Recommend approval of the sole source procurement method and award of a contract to Securance Consulting LLC.

ALTERNATIVES: The Board could choose to competitively bid these services and award a contract to the successful proposer.

PROJECT CLOSEOUT TEAM: The Director of Information Technology, in cooperation with the Procurement Department, would be responsible for closeout of the contract at the termination of services.

SUPPORTING DOCUMENTATION:

- 1) Sole Source Findings of Fact

PROPOSED MOTION: I move to forward Contract No. 2019-82 to the Board of Directors with a recommendation for approval.

**PROPOSED FINDINGS OF FACT FOR AWARDING A CONTRACT FOR GOODS AND/OR SERVICES
WITHOUT COMPETITION AND THROUGH A SOLE-SOURCE PROCUREMENT**

The Oregon Revised Statutes require that all contracts for goods and/or services be based upon competitive bids or proposals. An exception to this requirement is permitted when the goods or services are only available from one source. Sole-source procurements must be justified by "Findings" pursuant to Oregon law. The following are those "findings."

The Services Required Are Available From Only One Source:

1. **Finding:** the efficient utilization of existing services requires acquiring compatible services; in July 2018, Securance Consulting LLC ("Securance") was contracted to perform an overall Assessment of LTD's IT staffing, applications, systems, databases, security, risk, and management, and to further develop an IT Strategic Plan and consult with LTD throughout its implementation.
2. **Finding:** during the transition of staff in the IT department, Securance's contract with LTD expired.
3. **Finding:** to acquire another firm to perform the remaining scope of work would require a substantial duplication of efforts at significant cost to LTD, in addition to unacceptable delays.
4. **Finding:** Because Securance is a trusted partner with a history of working with our personnel and within in our critical IT infrastructure components in a safe, secure, thorough, and exemplary manner, they greatly reduce the components of cost, time, and risk inherent in performing the IT Steering and Governance work.

CONCLUSIONS OF LAW

The above "Findings" show that the sole-source procurement process to retain the services of Securance in a follow-on contract for the purposes of performing an IT Steering Committee Governance aligns with the requirements of Oregon law for award of a contract for goods or services without competition.