



Lane Transit District

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for publication on April 26, 2015.

**LANE TRANSIT DISTRICT
BOARD HUMAN RELATIONS COMMITTEE MEETING**

**Monday, April 27, 2015
2:00 p.m.**

**LTD Conference Room
3500 E. 17th Avenue, Eugene
(Off Glenwood Boulevard in Glenwood)**

Public testimony will not be heard at this meeting.

A G E N D A

Page No.

I.	CALL TO ORDER	
II.	ROLL CALL	
	Gillespie (Chair) _____ Wildish _____ Grossman _____	
III.	EXECUTIVE SEARCH FIRM REQUEST FOR PROPOSALS (45 MINUTES)	2
IV.	GENERAL MANGER RECRUITMENT: COMMUNITY MEMBERS' INVOLVEMENT (5 MINUTES)	31
V.	GENERAL MANAGER RECRUITMENT PROCESS AND TIMELINE (40 MINUTES)	35
VI.	NEXT MEETING	
VII.	ADJOURNMENT	

BOARD HUMAN RELATIONS COMMITTEE AGENDA ITEM SUMMARY

DATE OF MEETING: April 27, 2015

ITEM TITLE: EXECUTIVE SEARCH FIRM REQUEST FOR PROPOSALS (RFP)

PREPARED BY: Mary Talentinow, Purchasing Manager

ACTION REQUESTED: Interaction and dialogue with Human Relations Committee members on the RFP evaluation processes and use of LTD's eBid eXchange system.

BACKGROUND:

Since November 2014, Lane Transit District has been using an electronic bidding system known as "eBid eXchange" to post solicitations, provide for vendor responses, and award contracts for the purchase of goods and/or services. The system also permits staff to monitor the process, evaluate proposals, award contracts, manage active contracts, and view contract documents remotely. LTD's Purchasing Department has posted its Request for Proposals for an Executive Search Consultant to the eBid eXchange system; the deadline to submit proposals is May 1.

At the April 27 meeting, the Human Relations Committee members will be provided with a demonstration of the eBid eXchange system. They will be shown how each member can log in to the system and review proposals from qualified firms after the proposal due date. They will each be given a scoring grid and instructions for evaluating and scoring each proposer remotely using the eBid system. Once Committee members have individually evaluated and scored each proposer, they will come together as a group to develop consensus scoring. The consensus scores will rank the proposers and identify those best qualified to proceed in the process.

Committee members are encouraged to interact and ask questions while this Agenda Item is being addressed.

ATTACHMENTS:

- 1) Request for Proposals No. 2015-33 for an Executive Search Consultant (with Exhibits)
- 2) Executive Search Firm RFP Evaluation Score Card

PROPOSED MOTION: None.

Q:\Reference\Board Packet\2015\4\April 27 HR Committee\Executive Search Firm RFP AIS.doc



Lane Transit District

**REQUEST FOR PROPOSALS (RFP)
FOR
EXECUTIVE SEARCH CONSULTANT**

Project Name

GENERAL MANAGER EXECUTIVE SEARCH

Contract No.

2015-33

Project Location

**Lane Transit District
3500 East 17th Avenue
Eugene, Oregon 97403**

Proposals Due

May 1, 2015, at 3:00 p.m., Pacific Time

Project Manager

**Director of Administrative Services
Roland Hoskins
541-682-6100
roland.hoskins@ltd.org**

Submit Proposals to:

www.ebidexchange.com/ltd

*(Proposers must register at this site to download RFP documentation and to participate in this process.
No mailed, e-mailed, faxed, or hand-delivered proposals will be accepted.)*

I. SOLICITATION

A. Solicitation of Services

Lane Transit District (“LTD” or the “District”) is soliciting a professional recruiting firm (“Executive Search Consultant” or “Consultant”) for assistance with the recruitment and selection process for a new General Manager. This Request for Proposals (RFP) is available electronically beginning April 21, 2015, on the LTD eBid eXchange website: www.ebidexchange.com/ltd.

B. Purpose of Solicitation

LTD seeks an Executive Search Consultant to assist in recruiting candidates for its new General Manager (CEO) due to the upcoming retirement of Ron Kilcoyne, LTD’s current General Manager. The General Manager is the chief executive officer responsible for all aspects of LTD’s business and governmental, public, and corporate activities. The General Manager reports to a seven-person Board of Directors (“Board”), each of which is appointed by Oregon’s governor. LTD has over 300 employees and operates more than 100 buses, and ranks 30 out of 555 systems nationwide in rides per hour of systems serving populations between 200,000 and 1,000,000.

C. Summary of Requested Services

The selected Consultant is expected to do a variety of tasks during the recruitment process, which include, but are not limited to, the following:

- a. Meet with LTD Board members and staff to develop a job profile.
- b. Develop recruiting plan.
- c. Identify appropriate advertising sources.
- d. Prepare and place brochures and advertisements.
- e. Directly contact prospective candidates.
- f. Accept applications and resumes.
- g. Manage candidate correspondence.
- h. Prepare written summaries of candidates’ qualifications.
- i. Develop appropriate processes, resources, and materials for use in selecting candidates and finalists.
- j. Perform comprehensive background checks of finalist.

Together, Consultant’s tasks are referred to in the Contract Documents as “Work” or “Scope of Work.”

D. Schedule of Events

The Schedule of Events for this RFP is set forth below. The Schedule of Events may be changed by LTD as needed.

Issuance of RFP documents	April 21, 2015
Deadline for Proposal Submission	May 1, 2015, by 3 p.m.
Proposal Opening and Evaluation	May 2015 (exact date TBD)
Notice of Intent to Award a Contract	May 2015 (exact date TBD)
LTD Board of Directors' Approval	May 20, 2015
Commencement of Contract	May 28, 2015
Project Completion Date	December 1, 2015

II. PROPOSAL CONTENTS

Proposals shall conform to the requirements set forth below. Proposals shall be typed and prepared in a simple, economical manner.

A Proposer shall not make the Proposal contingent upon LTD's acceptance of any terms that are in conflict with or are in addition to those advertised in the RFP.

A. Qualifications

Describe the background, public sector and transit experience, and the executive search capabilities of your firm, as well as your experience in recruiting women and under-represented minorities. Provide project description for up to five (5) recent projects similar in nature to the proposed project, including completion dates, and measures that indicate quality and successful project completion. Indicate the team's familiarity with the local area. Provide any background information on the size, capability, and location of the firm that may be beneficial. Give specific information regarding your qualifications to conduct searches for positions similar to this position for organizations of similar size and complexity.

B. Scope of Work

Provide a statement of the services to be provided, including a detailed explanation of how the services are to be provided. A project schedule should be included in this section. The target date of hire for the General Manager is mid-October 2015, with an anticipated start date of December 1, 2015.

Describe anticipated challenges for this type of recruitment and how your firm will address those challenges.

Proposers should include an explanation of how the firm would guarantee successful performance of the recruited General Manager following hire, and for how long the recruited candidate's successful performance would be guaranteed by the search firm. See also Section 12 of Sample Contract (Exhibit B).

Proposers should be aware that LTD's Board of Directors reserves the right to modify the Scope of Work at any time.

Additional services and/or alternative approaches may be included, but should be separated in the cost Proposal, as indicated below.

C. Cost

Provide a cost Proposal to perform the Scope of Work. Include estimated person hours, labor costs, and expenses for each task listed in the Scope of Work. Clearly describe any deviation from the listed Scope of Work that would significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost Proposal is to be selected by the Proposer.

Include a listing of hourly rates for all employee classifications anticipated to work on the project, as well as rates for non-labor direct expenses. Include similar information for any major sub-consultants. The listed rates will be used in preparation of any future change orders.

Include fees and expenses in the cost Proposal. Identify fixed costs and per unit fee schedules for reimbursable expenses, including estimates of quantities for per unit fees.

D. Consulting Staff

List the experience and qualifications of staff who will be working on this project. Include the percentage of time an individual will be allocated to this project and the specific experience of the individual relative to the project. Include title, work locations, and telephone numbers, and a client reference list including name, phone number, and e-mail addresses. Indicate the involvement of proposed key staff on those or similar projects. Describe applicable skills and accomplishments of the project manager. Confirm availability and commitment of named staff to the project. If the project manager is not local, identify any local contact and describe how project management, coordination, and communications with LTD will be accomplished. Identify all other staff who will be assigned to work directly or indirectly on this project. Do not include persons who will not be working on this project.

E. References

Provide a list of at least three (3) clients who can verify your firm's ability to provide the scope of services requested. Provide name, title, complete address, and telephone numbers of each reference/contact individual. Also, please provide a list of current clients who are receiving services similar to those requested here and a short description of the work in which you are currently engaged.

For each client reference provided, Proposers shall submit a completed REQUEST AND AUTHORIZATION TO RELEASE INFORMATION, RELEASE OF LIABILITY/CLAIMS, AND AGREEMENT NOT TO SUE form (completed by the client referenced) with their proposal document. This form is included with Proposer Certifications – Exhibit A to this RFP.

F. Certifications

Proposals must contain the completed certifications in Exhibit A: Proposer Certifications. The Proposer shall state whether it is a resident Proposer as set forth in ORS 279A.120.

III. PROPOSAL EVALUATION CRITERIA AND SCORING

This section describes the criteria by which Proposals will be evaluated and the selection process of the highest ranked Proposer. An evaluation committee will evaluate Proposals for conformity with the stated submittal requirements and content and quality of the responses in accordance with the evaluation procedures set forth in ORS 279B.070 and OAR 137-047-0270.

LTD will provide written determination of the Proposer whose Proposal “will best serve the interest of LTD,” pursuant to ORS 279B.070 based on the evaluation process, any factors described in this RFP, and any applicable preferences described in ORS 279A.120 and ORS 279A.125.

CRITERIA	POINTS
Scope and quality of services provided	25
Examples of similar work	25
Qualifications to perform the work, and references provided	30
Cost	20
TOTAL	100

IV. ADMINISTRATIVE INFORMATION

A. Submission Date and Location

Each Proposer must go to the eBid eXchange system at www.ebidexchange.com/ltd and follow the instructions to register in the system. Previously registered firms do not need to reregister. The proposals must be uploaded into this system by 3:00 p.m., Pacific Time, on May 1, 2015.

Proposals submitted by telephone, facsimile, mail, or physically dropped off at LTD will not be accepted. Proposals received after the specified due date and time will not be given further consideration.

B. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted at the following web location: www.ebidexchange.com/ltd.

Any changes or additions to the RFP content developed after release of the RFP will be described in addenda. This includes any change of dates in the Schedule of Events. Any addenda so issued are to be considered part of the specifications of the RFP. LTD is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda

issued by LTD. In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of LTD shall be final and binding upon all parties.

C. Inquiries

All questions regarding this RFP must be submitted in the eBid eXchange system for response by LTD staff. For the sake of fair and open competition, questions submitted will be responded to and both questions and responses made available to all interested Proposers through the eBid site.

Technical questions concerning the eBid site or registration in the site may be addressed to LTD's Purchasing Manager by phone at 541-682-6100 or by e-mail at mary.talentinow@ltd.org.

Addenda will be issued for significant clarifications that arise during the response period up to the final date of addenda issuance.

Proposers are cautioned not to rely on information obtained through means other than the Proposal information presented via LTD's eBid site. Additionally, Proposers are cautioned not to contact LTD Board members, staff, or representatives for information concerning this contract. Proposers who fail to follow this instruction may be disqualified.

D. Protests

Proposers wishing to protest the requirements, evaluation criteria, or any other provisions of this RFP, or requests for changes or clarifications of the RFP, are entitled to do so.

Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have the right to protest.

For full protest instructions, please contact LTD's Purchasing Manager by phone at 541-682-6100 or by e-mail at mary.talentinow@ltd.org. Protest deadlines shall apply, and no late protests will be considered.

E. Rejection of Proposals

LTD may reject any Proposal not in compliance with all prescribed public contracting rules and this RFP, and may reject for good cause any or all Proposals in accordance with ORS279B.100.

F. Modification/Withdrawal

Unless otherwise specified, modification of the Proposal will not be permitted; however, a Proposer may withdraw his or her Proposal via e-mail to the Project Manager at any time prior to the scheduled closing time for receipt of Proposals. Withdrawal of a Proposal shall not disqualify the Proposer from submitting another Proposal, provided the time for receipt of Proposals has not expired.

G. Cancellation

LTD reserves the right to cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in LTD's best interest. In no event shall LTD have any liability for the cancellation of award.

H. Duration of Proposals

Pursuant to OAR 137-047-0480, each Proposal constitutes a Firm Offer, irrevocable and binding on the Proposer for a period of sixty (60) days following closing of this RFP. Proposals must be signed by an official authorized to bind the Proposer.

I. No Obligation

All Proposers who submit a Proposal in response to this RFP are deemed to understand, acknowledge, and agree that LTD is not obligated as a result of the submittal of a Proposal to enter into a contract with any Proposer and, further, that LTD is not liable for any cost incurred by Proposers arising from responding to this RFP. All Proposers who respond to this RFP do so solely at their own expense.

J. Selection Process

LTD reserves the right to select the Consultant on the basis of the Proposals or to conduct interviews with the highest qualified Proposers following evaluation and scoring of the Proposals, whichever is determined to best serve the needs of LTD. LTD reserves the right to seek clarifications of any or all Proposals.

K. Negotiation of Agreement

LTD reserves the right to negotiate a final contract that is in the best interest of LTD considering cost effectiveness. Once the evaluation committee has made a tentative selection, LTD staff, on behalf of LTD, will attempt to negotiate a contract with the preferred candidate. If the negotiations are not successful, LTD staff may negotiate with other qualified consultants in the order of their respective Proposal rating until an agreement is reached, or the staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to LTD for ratification.

L. Reporting and Payment

The selected Consultant shall submit monthly billings to LTD. Each billing should outline the work effort involved in the billing period, by task and subtask; specifically who worked on the project (job classification, salary level); number of hours worked; and direct costs such as travel or printing costs. Appropriate documentation to support each progress billing must accompany the billing, including the following:

- Brief summary of work accomplished for the billing period. Work should be sufficiently detailed to be associated with specific tasks and subtasks.
- Demonstrate that billings to date reflect percent completed.

- An overall Billing Summary for the project to date, broken down by task, subtask, and direct costs.

LTD anticipates this contract with the selected Consultant will be performed on a time and materials basis with an agreement not-to-exceed total cost. The agreement not to exceed total cost may not be exceeded without prior written authorization by LTD. Periodic payments will be tracked and paid in accordance with progress and tasks completed. The Consultant is required to complete the full Scope of Work for tasks and subtasks for the not-to-exceed total cost regardless of cost to the Consultant.

M. Trade Secrets and Public Records Law

All material submitted by the Proposer as part of their Proposal shall be considered the property of LTD, and LTD shall not be required to return the same to the Proposer unless otherwise noted in this RFP.

After Proposal opening, all Proposals become part of the public record unless exempt under Oregon Public Records law. If a Proposal contains any information that is considered a trade secret under ORS 192.501 (2), Proposers must mark each sheet of such information with the following legend: **“This data constitutes a trade secret under ORS 192.501 (2) and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192.”**

In order to facilitate public inspection of the nonconfidential portion of the Proposal, material designated as confidential shall accompany the Proposal and shall be readily separable from it. Any Proposal marked as a trade secret in its entirety will be considered nonresponsive.

N. Insurance Requirements

The Consultant awarded this contract shall maintain in force, during the duration of the Agreement, the following insurance policies:

1. The selected Consultant, at its own expense, shall procure and maintain in good standing such customary and usual liability insurance as is required to protect Consultant from claims that may arise as a result of Consultant’s operations under this Agreement or for which Consultant may be legally liable. Prior to execution of this Agreement, Consultant shall provide certificates of insurance for all insurance policies required under this Agreement. Liability insurance will be in an amount at least equal to LTD’s then-current tort liability established by the Oregon Legislature and shall name LTD as an Additional Insured. Insuring companies or entities are subject to LTD’s acceptance. Consultant shall be liable for all pertinent deductibles, self-insured retentions, and/or self-insurance, as applicable.
2. Consultant, and all sub-consultants, shall maintain in full force and effect Workers' Compensation Insurance and Agreement Employer Liability Insurance in compliance with Oregon state law.

3. Consultant shall maintain business automobile liability insurance in at least the amount of \$500,000 per occurrence.
4. Consultant shall maintain commercial general liability insurance with a combined single limit of at least \$500,000 for each claim, incident, or occurrence, and \$1,000,000 aggregate. The policy shall name LTD, its officers, agents, and employees as Additional Insureds with respect to the work to be provided under this Agreement.
5. Consultant shall notify LTD thirty (30) days prior to any material change in the Consultant's insurance covered by this section.

All policies of insurance and certificates of insurance shall be satisfactory to LTD. Each such policy and certificate of insurance shall bear an endorsement precluding its cancellation, lapse, or material reduction in its coverage without the insurer providing LTD with at least thirty (30) days' prior written notice. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from the certificate form's cancellation provision.

The selected Consultant shall not commence work until it has provided LTD with the required insurance certificates. The Consultant's failure to maintain any of the required insurance shall be sufficient cause for termination or suspension of the contract.

All insurance required shall be obtained through a company or companies having a policyholders' Best's rating of at least A-VIII. Such company or companies shall be duly authorized to transact business in the State of Oregon and shall be acceptable to LTD. All insurance carried by the Consultant shall be primary to any insurance or self-insurance of LTD.

The Consultant shall require that all of its sub-consultants of any tier provide insurance coverage and limits identical to the insurance required of the Consultant under the contract.

O. Consequences for Failure to Perform the Scope of Work

1. In addition to or in lieu of all other remedies available to LTD, LTD shall have the right to do the following in the event of Consultant's failure to perform as identified in this RFP or Consultant's failure to meet established performance standards:
 - a. Reduce or withhold payment;
 - b. Require Consultant to perform, at Consultant's expense, additional work necessary to perform the identified Scope of Work or meet the established performance standards;
or
 - c. Declare a default, terminating the contract, and seek damages and other relief available under the terms of the contract or other applicable law.

EXHIBIT A
PROPOSER CERTIFICATIONS

FORM OF PROPOSAL

The undersigned ("Offeror"), upon acceptance by LTD, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies, and other work in accordance with the Request for Proposals (RFP) entitled "Executive Search Consultant" dated April 20, 2015.

OFFEROR:

The undersigned certifies as follows:

- (1) That he/she has read and understands all requirements and specifications of the RFP; and
- (2) That he/she agrees to all requirements, specifications, terms, and conditions of the bid referenced above; and
- (3) That he/she will furnish the designated item(s) and/or service(s) as quoted in the Proposal; and
- (4) That he/she certifies under penalty of perjury that Offeror is, to the best of his/her knowledge, not in violation of any Oregon tax law; and
- (5) That his/her company has been certified as one of the following registered business classifications:

DBE ___ Corporation___ Other, identify: _____

Oregon Resident Offeror _____Yes _____No

Federal Tax I.D. Number _____

Firm's Name

Firm's Address

Contact Person _____ E-mail _____

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

Name of Project Manager and Title _____

- (6) Acknowledgement of Receipt of Addenda #'s _____

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with LTD that incorporates the terms and conditions of the entire Request for Proposals package.

Offeror understands that this proposal constitutes a firm offer to LTD that cannot be withdrawn for sixty (60) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, Offeror agrees to deliver to LTD the required insurance certificates within ten (10) calendar days of the Notice of Intent to Award a Contract.

REQUEST AND AUTHORIZATION TO RELEASE INFORMATION, RELEASE OF LIABILITY/CLAIMS, AND AGREEMENT NOT TO SUE

(This Form Will Be Provided To References)

To Whom It May Concern:

The undersigned has submitted a Proposal in response to a Request for Proposals (“RFP”) to contract with **Lane Transit District (“LTD”)**. I request and authorize you to furnish to LTD any and all information you may have regarding my employment or my firm’s employment, including but not limited to, evaluations or assessments of my/my firm’s work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with any representative of LTD.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, LTD and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to LTD, as requested. I further agree not to sue LTD, you, or any and all other persons employed by or connected with your firm or LTD as a result of the furnishing of any information, including good faith expressions of opinion, to LTD.

I am aware and understand that the information and good faith opinions furnished to LTD pursuant to this request will remain confidential with LTD, if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information.

Signature of Authorized Representative

Date

Name of Firm

RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES

A. LTD reserves the right, pursuant to OAR 137-047-0500 and 137-047-0600, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Contractor's responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for LTD to obtain any information LTD deems necessary to conduct the evaluation. LTD shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short- and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record; etc. Failure to promptly provide this information shall result in Proposal rejection.

B. LTD may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer nonresponsible and shall constitute grounds for Proposal rejection, as required under OAR 137-047-0500.

RECYCLED PRODUCTS

A. Contractors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this RFP.

ORS 279A.010(1)(ii) states: "'Recycled product' means all materials, goods, and supplies not less than 50 percent of the total weight of which consists of secondary and postconsumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(1)(hh) states: "'Recycled PETE product' means a product containing postconsumer polyethylene terephthalate material."

B. By my signature on this Proposal, I hereby affirm that Proposer will comply with the above recycled products provision.

FOREIGN CONTRACTOR

If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the state, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. LTD shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this Proposal, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816; ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS

By my signature on this Proposal, I hereby attest or affirm under penalty of perjury, that I am authorized to act on behalf of Proposer/Contractor in this matter, and to the best of my knowledge Proposer/Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise, certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE

THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests, and certifies individually and on behalf of the Proposer that:

- A.** He/she is a duly authorized representative of the Proposer and has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal and all Addenda, if any, issued.
- B.** Proposer, acting through its authorized representatives, has read and understands all RFP instructions, terms, and conditions contained in this RFP document (including all listed attachments and Addenda, if any, issued);
- C.** The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously issued RFPs, if any.

D. LTD shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.

E. LTD shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

F. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

G. Proposer is bound by and will comply with all requirements and terms and conditions contained in this Proposal (including all listed attachments and Addenda, if any, issued);

H. Proposer will furnish the designated item(s) and/or service(s) in accordance with the RFP requirements and will comply in all respects with the terms of the resulting contract upon award;

I. Proposer represents and warrants that Proposer has the power and authority to enter into and perform the contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and

J. All affirmations and certifications contained in Exhibit B, Proposer Certifications, are true and correct.

Signature of Authorized Representative Date

Name of Firm

Exhibit B

SAMPLE INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement ("Agreement") is made by and between Lane Transit District ("LTD") and _____, ("Consultant") according to the following terms, conditions, and provisions:

1. **Identity of Consultant.**

Name: _____

Type of Entity: [] Sole Proprietorship
[] Partnership
[] Corporation, Nonprofit
[] Limited Liability Company

Address: _____

City, State, Zip: _____

Business Telephone: _____

Business Fax: _____

Social Security #: _____

Federal I.D. #: _____

Oregon Tax I.D. #: _____

2. **Job to Be Performed.** Consultant shall provide executive search consultant services for the recruitment and selection of a new General Manager for LTD.
3. **Scope of Work.** The Consultant shall provide consulting services as particularly described in the Scope of Work ("Work") identified in **Exhibit A** and incorporated herein by reference.
4. **Work Performed.** The Work comprises services generally performed by Consultant in its usual line of business as well as any other Work specifically identified. In providing the services under this Agreement, Consultant agrees to meet the highest standards prevalent in the industry.
5. **General.** LTD has need for the services of an independent consultant with the particular training, ability, knowledge, expertise, and experience possessed by the Consultant. The Consultant shall furnish all qualified personnel, facilities, materials, equipment, supplies, and other services necessary to perform the Work. The Consultant's project team is identified in Consultant's Proposal dated _____. The Consultant shall not change any of the project team members identified as key members without LTD's prior written consent, with the exception of an unforeseen circumstance such as death, termination of employment or retirement. Furthermore, the Consultant shall provide timely written notice, defined for this purpose as not less than three (3) business days, to LTD of any other changes to the project team during the project.

6. **Schedule.** The project schedule is attached to this Agreement as **Exhibit B**. The Consultant shall not begin the Work until LTD issues a Notice to Proceed to Consultant. The Consultant shall promptly notify LTD of any milestone dates that Consultant reasonably anticipates may not be met to allow both parties the ability to consider implementing methods to meet the schedule outlined in Exhibit B. LTD may, at any time and in its sole discretion, deliver to Consultant a temporary order to stop work. Upon receipt of such Stop Work order, Consultant shall, at no additional cost to LTD, stop work on the project until further directed by LTD to proceed.
7. **Compensation.** Subject to the terms and conditions of this Agreement, LTD shall pay Consultant the fees set forth in **Exhibit C** for the Work defined in Exhibit A up to the not-to-exceed (NTE) amount of \$_____. The NTE amount may be exceeded only upon prior written increase in the Scope of Work, accompanied by written authorization for an increase in fee from LTD's Project Manager or his or her authorized designee. If there is no change in the Scope of Work, the Consultant shall complete all identified Scope of Work within the NTE amount (\$_____). Current known additional or optional tasks are listed in Exhibit C.

Consultant shall make applications for progress payments as described in Exhibit C, complete with necessary billing documentation. Within thirty (30) calendar days after the date LTD receives and approves Consultant's billing, LTD shall make progress payments to Consultant for the Work in an amount due for services rendered for which the billing is submitted.

If LTD requests clarification of any billing within thirty (30) calendar days after its receipt, payment is then due within thirty (30) calendar days after clarification has been provided by the Consultant to the LTD's reasonable satisfaction.

Progress payment requests proposed by the Consultant are subject to LTD evaluation and approval based on deliverables related to specific tasks, subtasks, and the Work completed.

Notwithstanding the above, LTD, in its sole discretion, may adjust the final Scope of Work to remove items from the Scope of Work so that the project can be completed on time and within the allocated budget.

8. **Additional Work.** In the event LTD determines the Scope of Work must be modified during the project, the parties shall engage in good faith negotiations in order to agree on a supplemental Scope of Work, and this Agreement will be amended according to Section 31. The Consultant agrees to provide all such additional services at the rates identified in Exhibit C for the duration of this Agreement.
9. **LTD Discretion.** LTD shall have sole discretion in hiring a candidate for the General Manager position.
10. **Confidentiality.** Consultant shall include the following confidentiality provision on all external documents drafted for the recruitment and selection process:

"All communications and materials submitted in response to [enter name of document here] are submitted to Consultant and LTD in confidence, should reasonably be considered confidential, and will be treated as such. Consultant and LTD will not disclose any communications and/or materials submitted in

confidence unless Consultant or LTD is otherwise required by law to disclose the same.”

As used herein, “external” shall mean any document, communication, or correspondence provided to anyone outside of LTD and Consultant.

Any communication, documents, or records generated by Consultant and provided to LTD shall include the following confidentiality provision:

“This communication is submitted to LTD in confidence, should reasonably be considered confidential, and will be treated as such. Consultant will not disclose any confidential communications unless otherwise required by law.”

11. **Publicity.** Consultant shall make no news release, press release, nor statement to a member of the news media regarding this contract and process without prior written authorization from LTD.
12. **Termination or Resignation of Selected General Manager.** If the candidate selected for, and appointed to, the General Manager position is terminated and/or leaves his/her employment with LTD, for any reason, within one (1) year from the General Manager’s start date with LTD, then the Consultant shall be required to:
 - a. Assist LTD in recruiting a replacement for the General Manager at no additional cost to LTD by providing the same executive search consultant services, as set forth in this Agreement and the Contract Documents; or
 - b. Provide LTD with a refund within thirty (30) days of receiving written notice from LTD. The refund shall be equal to the total amount paid by LTD to Consultant under this Agreement.

LTD shall have sole discretion in selecting among the options in this paragraph.

13. **Status.** While performing the Work, Consultant is at all times acting and performing as an Independent Contractor and not as an employee, officer, or agent of LTD, as those terms are used or defined in ORS 30.260 and 30.265. No agent, employee, officer, or servant of Consultant is an employee, agent, officer, or servant of LTD. LTD is interested only in the results obtained under this Agreement; the manner and means of conducting the Work are under the sole control of Consultant. However, the Work must meet the approval of LTD and is subject to the LTD’s general right of inspection and supervision to secure satisfactory performance of the Work.
14. **Notice to Consultant Regarding Its Tax Duties and Liabilities.** Neither federal, nor state, nor local income tax, nor payroll tax of any kind will be withheld or paid by LTD on behalf of Consultant or the employees of Consultant. Consultant understands that it is responsible to pay, according to the law, all of Consultant’s taxes regardless of type. If Consultant is not a corporation, Consultant further understands that it may be liable for self-employment (Social Security) tax, to be paid by Consultant according to the law.
15. **Reimbursement of Expenses.** LTD is not liable to Consultant for any expenses paid or incurred by Consultant unless otherwise agreed in writing.

16. **Equipment, Tools, Materials, or Supplies.** Consultant shall supply necessary materials, equipment, tools, and supplies to accomplish the Work.
17. **No Authority to Bind LTD.** Consultant has no authority to enter into contracts on behalf of LTD, its officers, agents, and/or employees. This Agreement does not create a partnership or any other relationship other than an owner-subcontractor relationship / consultant relationship between the parties.
18. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Consultant certifies that it is not currently barred from working on federally funded projects nor is it employed by the federal government. Furthermore, the amount charged does not exceed Consultant's normal charge for the type of services provided.
19. **Indemnification, Defense, and Hold Harmless.** To the maximum extent permitted by law, Consultant shall indemnify, defend, and hold harmless LTD, its agents, servants, attorneys, and employees from and against all loss, expense, claims, demands, or liability whatsoever (including attorney fees and costs at arbitration, trial, and/or appeal) for bodily injury or death to any person, or injury to property arising out of the performance of this Agreement. LTD agrees to promptly notify Consultant in writing of any such claim or demand to indemnify, defend, and/or hold harmless and agrees to cooperate with Consultant in a reasonable manner to facilitate the defense of such claim.
20. **Dispute Resolution.** Consultant shall refer questions regarding the meaning and intent of this Agreement, and any exhibits thereto, in writing to the Project Manager for the Project Manager's decision. The Project Manager shall respond to the Consultant in writing with its decision. Any related Work performed by the Consultant prior to the Project Manager's decision is done at Consultant's risk, unless authorized by the Project Manager. The Project Manager will not consider direct questions from subcontractors, suppliers, manufacturers, or others not a party to this Contract.

In the event the Consultant disagrees with any such decision of the Project Manager, the Consultant may, within ten (10) days of the date of such decision, appeal the decision to LTD for review. The appeal must be in writing and must set forth the question or questions referred to the Project Manager, the Project Manager's decision and the Consultant's detailed basis for disagreement. Consultant shall deliver a copy of the appeal to the Project Manager at the time it is filed with LTD. LTD shall make all reasonable efforts to review the appeal and deliver its decision in writing to the Consultant within thirty (30) days from the date of receipt of the appeal. Failure of the Consultant to appeal the decision of the Project Manager within said ten (10)-day period constitutes a waiver of the Consultant's right to thereafter assert any claim resulting from such decision. This procedure is not meant to preclude or discourage informal resolution of disagreements between the Project Manager and the Consultant.

In the event LTD elects to do so, LTD may establish a "Claims Review Board" either to assist in reviewing appeals hereunder or to consider Consultant appeals directly. Once established, this Review Board will hear all future appeals of claims for this Contract.

During the pendency of any appeal, any related Work performed by the Consultant shall be done at its risk, unless authorized by the Project Manager.

Except as otherwise provided in this Agreement, any controversy, claim, or dispute arising out of or relating to the Agreement, or the breach thereof, must be resolved by arbitration in accordance with the Oregon Uniform Arbitration Act and the terms herein. Where a conflict exists between the terms herein and the Oregon Uniform Arbitration Act, the terms herein supersede to the extent allowed by law. A decision by two of the three arbitrators shall be final and binding, and judgment may be entered thereon.

The Consultant shall not delay the Work because arbitration or other legal proceedings are pending, unless they have written permission from the Project Manager to do so. Such delay is limited to the time required by the arbitrators or court to determine whether the Work will continue or be suspended pending decision on the dispute by the arbitrators or court. Any request for arbitration must be in writing, must appoint their arbitrator, and must be delivered to LTD and Project Manager and any adverse party either by personal delivery or by registered mail addressed to the last known address of the parties in dispute.

In the event LTD or Consultant initiates arbitration, LTD shall pay all fees and costs associated with arbitration.

Each party shall appoint an arbitrator, with the third arbitrator selected by the two party-chosen arbitrators. Once one party has asked for arbitration and appointed an arbitrator, the other party must select an arbitrator within sixty (60) days. In the event the second party fails to appoint an arbitrator within this time, the arbitrator appointed by the first party shall serve as the sole arbitrator. In the event the two party-chosen arbitrators are unable to select a third arbitrator within thirty (30) days after the two party-chosen arbitrators have been selected, the two party-chosen arbitrators shall apply to the then-Presiding Judge of Lane County Circuit Court for selection of a third arbitrator who meets the qualifications set forth in this section.

All arbitrators shall be unaffiliated with either party and shall be an active member in good standing with the Oregon State Bar.

The prevailing party in such arbitration is entitled to recover fees and costs paid to the arbitrator, if any, and the prevailing party's reasonable attorney's fees and costs therein.

The parties hereby stipulate and consent that venue for all arbitration or other legal actions arising under the Agreement is in Lane County, Oregon, and that jurisdiction for all legal actions that are brought in or transferred to court is in the Circuit Court of the State of Oregon; except, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon located in Eugene, Oregon.

THIS ARBITRATION AGREEMENT SUBSTANTIALLY AFFECTS YOUR LEGAL RIGHTS. BY AGREEING TO ARBITRATE, PARTIES GIVE UP THEIR LEGAL RIGHT TO BRING A COURT ACTION AND HAVE A JURY TRIAL.

21. **Attorney Fees.** In the event an arbitration award confirmed or vacated by a court is appealed, or in the event the arbitration provision in Section 20 is held by a court to be invalid, does not apply, or is waived by the parties, and a legal action relating to the Agreement, or the breach thereof, is brought by either party, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs therein and in any appeal therefrom.

22. **Insurance.** The Consultant and all of its subcontractors of any tier shall provide insurance coverage and limits as described below. All insurance carried by the Consultant or a subcontractor must be primary to and non-contributory with any insurance carried by LTD or self-insurance of LTD.

- a. **Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by LTD for Consultant or Consultant's employees and subcontractors. Consultant shall provide coverage for its employees, officers, agents, or partners, including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000, and provide LTD with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Consultant elects to not be covered pursuant to ORS 656.027(7), Consultant assumes full responsibility for any liability and exposure under the law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend, and hold LTD and all its directors, officers, principals, agents, employees, and affiliates harmless from any liability associated with work-related accidents that occur.
- b. **Professional Liability/Errors and Omissions Insurance.** The Consultant shall carry Professional Liability insurance with limits not less than \$500,000 and provide LTD with evidence of such coverage.
- c. **Extended Reporting Coverage ("Tail Coverage").** Tail coverage extends the time for filing claims under a "claims made" policy beyond the term of the policy for wrongful acts that occurred within the term of the "claims made" policy. "Claims made" policy means that any claim under the policy must be reported during the policy period.

For Professional Liability/Errors and Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Consultant shall provide "tail" coverage at the completion of the Agreement for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following the Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

- d. **Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance, and no deductible or retention may exceed \$25,000 without the prior written consent of LTD.
- e. **Insurance Certificates.** Consultant and all subcontractors shall deliver to LTD, prior to the commencement of the Work, a certificate of insurance or the actual insurance policy/policies evidencing all policies required by this Agreement. Either the certificates of insurance or the policies shall contain the promise of the insurer to give LTD written notice at least thirty (30) calendar days prior to the effective date of any lapse, cancellation, nonrenewal, or material reduction in any of the required coverages. In the event the insurer cannot or will not provide such written notice to LTD, Consultant has an affirmative duty to provide the notice of lapse, cancellation, and nonrenewal or material reduction to LTD within twenty-four (24) hours of the Consultant receiving such notice itself. LTD has the right to reject any certificate and/or policy if LTD, in its sole discretion, determines

that either the coverage or the insurance company is unacceptable. Evidence of continuous coverage is required, including renewal certificates for any policies that renew during the project.

- f. **Subcontractor Insurance.** The Consultant shall require that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Consultant under the Agreement, unless this requirement is expressly waived in writing by LTD. The sufficiency of subcontractor insurance and coverage limits is subject to LTD's approval and must be shown by appropriate insurance certificates in a form acceptable to LTD.
 - l. **Primary Coverage.** All insurance carried by the Consultant or a subcontractor required by this Agreement must be primary to and non-contributory with any insurance carried by the LTD or self-insurance of the LTD. Any insurance held by the LTD is excess and solely for damages or losses for which LTD is responsible.
23. **Termination.**
- a. The performance of the Work may be terminated by LTD, in whole or in part, whenever and for any reason LTD determines that such termination is in the best interest of LTD. Any such termination is effective upon delivery to the Consultant of a Notice of Termination specifying the extent to which performance of the Work is terminated and the date on which such termination becomes effective.
 - b. Upon delivery to the Consultant of a Notice of Termination under this Section, the Consultant and LTD shall attempt to negotiate an appropriate written modification to the Agreement governing Consultant's completion of the portion of the Work designated by LTD and payment therefore by LTD. If the parties cannot reach agreement within twenty (20) calendar days, LTD's liability to Consultant will not exceed the amount that would be due on a progress billing for uncompensated Work performed prior to the designated termination date.
24. **Assignment/Subcontract.** Consultant shall not assign, sell, transfer, subcontract, or sublet rights, or delegate responsibilities, under this Agreement, in whole or in part, without the prior written approval of LTD. No such written approval relieves Consultant of any obligations under this Agreement, and any transferee or sub-consultant is considered the agent of Consultant. Consultant remains liable as between the original parties to the Agreement as if no such assignment had occurred.
25. **Successors in Interest.** The provisions of this Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns.
26. **Compliance with All Government Regulations.** Consultant shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the Work. Failure to comply with such requirements constitutes a breach of this Agreement and is grounds for termination of this Agreement. Damages or costs resulting from noncompliance are the sole responsibility of Consultant and its subcontractors.
27. **Force Majeure.** Neither party to this Agreement is responsible for delay or default caused by fire, riot, acts of God, and/or war that is beyond that party's reasonable

control. LTD may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement.

28. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision are not affected; and the rights and obligations of the parties are construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
29. **Access to Records.** Consultant shall permit LTD and its duly authorized representatives access to books, documents, papers, and records of Consultant that are related to this Agreement for the purpose of responding to public records requests, making audits, examinations, excerpts, and transcripts. If requested for purposes of a public records request, Consultant shall provide electronic copies of any and all records requested by LTD within five (5) business days. Consultant shall maintain all records related to this Agreement and make them available to LTD until a date that is not less than seven (7) years after the date of the last payment made by LTD under this Agreement.
30. **Waiver.** Failure of LTD to enforce any provision of this Agreement does not constitute a waiver or relinquishment by LTD of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
31. **Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except upon written amendment approved by LTD.
32. **Nondiscrimination.** Consultant shall comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules, and regulations.
33. **Dual Payment.** Consultant is not entitled to compensation for Work performed under this Agreement from any party other than LTD.
34. **Remedies.** The rights and remedies provided in Section 23 (Termination) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to Section 23 is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
35. **Conditions Concerning Working Conditions and Payment.**
 - a. Consultant must give notice in writing to employees who work on a public contract 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.
 - b. No person, unless exempted by ORS 656.126, may be employed under this Agreement for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases Consultant shall pay the laborer at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours in

any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and for Work performed on Saturday and on any legal holiday specified in ORS 279B.020 and/or 279C.540.

- c. Consultant must comply with ORS 656.017 or be exempt under ORS 656.126.
- d. As required by Oregon law, Consultant shall:
 - i. Make payment promptly, as due, to all persons supplying Consultant with labor or material for the prosecution of the Work.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of the Work.
 - iii. Not permit any lien or claim to be filed or prosecuted against LTD on account of any labor, equipment, supplies, and/or material furnished. In the event a lien is filed, then Consultant shall remove the lien within five (5) business days either by sufficient payment to the lien claimant or by "bonding off" the lien.
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - v. Promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for such services and all monies and sums that Consultant collected or deducted from the wages of employees pursuant to law, contract, or agreement for the purpose of providing or paying for such service.
- e. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant by any person in connection with this Agreement as such claim becomes due, the proper officer or officers representing LTD 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 to Consultant by reason of this Agreement.

36. **Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement.

37. **Notice.** Whenever it is necessary to give notice to a party under this Agreement, including submittal of invoices, payments, and deliverables, the notice is effective when the party either (a) delivers the notice personally, (b) sends it by facsimile transmission (including e-mail or other project-adopted means of electronic communication), or (c) sends it via U.S. Mail or parcel delivery service, shipping prepaid, and addressed to the other at:

Consultant: _____

LTD: Roland Hoskins, Project Manager
Lane Transit District
P.O. Box 7070
Springfield, OR 97475
Phone: 541-682-6100
Fax: 541-682-6111

- 38. **Survival.** Sections 15-18, 24, 25, 32, and this Section 34 survive termination of this Agreement.
- 39. **Entire Agreement.** This Agreement signed by both parties along with all Exhibits incorporated herein is the parties' final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same on the dates set forth below.

LANE TRANSIT DISTRICT

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A” – Scope of Work

The Scope of Work for the Consultant includes, but is not limited to, the following:

- a. Meet with LTD Board members and staff to develop a job profile.
- b. Develop a recruiting plan.
- c. Identify appropriate advertising sources.
- d. Prepare and place brochures and advertisements.
- e. Directly contact prospective candidates.
- f. Accept applications and resumes.
- g. Manage candidate correspondence.
- h. Prepare written summaries of candidates' qualifications.
- i. Develop appropriate processes, resources, and materials for use in selecting candidates and finalists.
- j. Perform comprehensive background checks of finalist.

EXHIBIT "B" – Schedule

Schedule may be modified by LTD as needed.

DATE	EVENT
May 28, 2015	Contract executed.
June 15, 2015	Consultant meets with Board of Directors to outline process and selection criteria.
July 1, 2015	Position is publicly advertised. Recruitment begins.
August 2015	Candidate screening begins.
August 28, 2015	Recruitment closes.
September 2015	Interview process.
September 2015 (Early)	Prepare for onsite interviews.
September 2015 (Late)	Onsite interviews.
October 2015 (Early)	Selection process occurs – interviews, reference checks, etc.
October 2015 (Mid)	Final selection made. On-board strategy developed.
December 1, 2015	New General Manager starts.

EXHIBIT "C" – Compensation and Additional Work

1. **Invoicing.** Invoices must be submitted to Accounts Payable and are payable thirty (30) days after receipt by LTD. LTD prefers invoices be sent electronically in PDF format, if possible. Send electronic invoices via e-mail to ap@ltd.org. If mailing, send invoices to:

Lane Transit District
ATTN: Accounts Payable
P.O. Box 7070
Springfield, OR 97475

2. **Additional Work.** Additional Work shall be billed at the rates set forth in Consultant's Proposal.

LANE TRANSIT DISTRICT
 Proposal Opening – Executive Search Consultant – RFP 2015-33
 Evaluation Score Card
 1-May-15
 Evaluator: David Collier

Contractor Name	Sample Company										
Scope and quality of services provided	RFP very generic, not impressed with challenges expected.										
Please note strengths and weaknesses for this area	Not sure they have an understanding of Eugene politics and the difficulty in recruiting to this location.										
Points (25 pts)	15										
Examples of similar work	Similar work with WA transit properties. Pierce, CTRAN, Sound, WSTA.										
Please note strengths and weaknesses for this area	Seem to only have West coast experience, but have good experience there. Are they connected to East coast candidates.										
Points (25 pts)	10										
Qualifications to perform the work, and references provided	Lack of minority recruits. West coast transit is all.										
Please note strengths and weaknesses for this area	They didn't list their experience working with under-represented populations.										
Points (30 pts)	7										
Cost	\$28k + expenses not to exceed \$11k is within the range.										
Please note strengths and weaknesses for this area	Their cost is within our range and they have accounted for expenses.										
Points (20 pts)	24										
Total Score	56	0	0	0	0	0	0	0	0	0	0

BOARD HUMAN RELATIONS COMMITTEE AGENDA ITEM SUMMARY

DATE OF MEETING: April 27, 2015

ITEM TITLE: GENERAL MANAGER RECRUITMENT: COMMUNITY MEMBERS' INVOLVEMENT

PREPARED BY: David Collier, Human Relations Manager

ACTION REQUESTED: Board consensus on community outreach contacts and process

BACKGROUND:

At the April 15 meeting, the LTD Board of Directors discussed the process to collect information and guide the Board in the selection of the next general manager. By consensus, the Board recommended that the Human Relations Committee concentrate its efforts on the recruitment process, and that all Board members would be involved in gathering information and brainstorming the characteristics desired in the next general manager. The latter would include a community outreach component.

ATTACHMENT: Community Leaders Contact List

PROPOSED MOTION: None

Q:\Reference\Board Packet\2015\4\April 27 HR Committee\COMMUNITY OUTREACH AIS.doc

Community Leaders – General Manager Recruitment

(Recent additions highlighted in blue
Leaving position in Pink)

Community Partners		
<p>Dr. Hertica Martin Superintendent Springfield School District 19 525 Mill Street Springfield, OR 97477 (541) 726-3200 hmartin@sps.lane.edu</p>	<p>Mr. Sheldon Berman-(Gustavo Balderas) Superintendent Eugene School District 4J 200 N. Monroe Eugene, OR 97402 (541) 687-3321 Berman_s@4J.lane.edu (balderas_g@4j.lane.edu)</p>	<p>Ms. Mary Spilde President Lane Community College 4000 E. 30th Avenue Eugene, OR 97405 (541) 463-5200 spildem@lanec.edu</p>
<p>Mr. Bill Van Vactor Attorney at Law Leahy, Van Vactor, & Cox 223 A Street, Suite D Springfield, OR 97477 (541) 746-9624 bvvan@emeraldllaw.com</p>	<p>Mr. Tony Baker The Register-Guard PO Box 10188 Eugene, OR 97440-2188 (541) 484-1234 tony.baker@registerguard.com</p>	<p>Mr. Jack Roberts Executive Director Lane Metro Partnership South Willamette Economic Development Corporation P.O. Box 10398 Eugene, OR 97440 (541) 686-2741 jack@lanemetro.com</p>
<p>Mr. Chad Campbell Chief Executive Officer McKenzie-Willamette Medical Center 1460 "G" Street Springfield, OR 97477 (541) 726-4400 chacam@mckweb.com</p>	<p>Mr. Phil Farrington Director, Land Planning Associate PeaceHealth Oregon Region UO 770 East 11th Avenue Eugene, OR 97401 (541) 686-3828 pfarrington@peacehealth.org</p>	<p>Mr. Colt Gill Superintendent Bethel School District #52 4640 Barger Dr. Eugene, OR 97402 (541) 689-3280 ext. 2010 cgill@bethel.k12.or.us</p>
<p>Ms. Noreen J. Dunnells United Way of Lane County 3171 Gateway Loop Springfield, OR 97477 (541) 741-6000 ndunnells@unitedwaylane.org</p>	<p>Mr. David Sáez Executive Director Centro Latinoamericano 944 W. 5th Avenue Eugene OR 97401 (541) 687-2667 ext. 113 dsaez@centrolatinoamericano.org</p>	<p>Ms. Malisa Ratthasing President ASLCC 4000 East 30th Avenue Eugene, OR 97405 (541) 463-5335 AslccPresident@gmail.com</p>
<p>Ms. Beatriz Gutierrez President ASUO EMU Suite 4 1228 University of Oregon Eugene, OR 97403-1228 (541) 346-0624 asuopres@uoregon.edu</p>	<p>Mr. Greg Rikhoff, Assistant Vice President and Chief of Staff Office of the President University of Oregon 1226 University of Oregon Eugene, OR 97403-1226 (541) 346-2402 grikkhoff@uoregon.edu</p>	<p>Ms. Krista Parent Superintendent South Lane School District P.O. Box 218 Cottage Grove, OR 97424 (541) 942-3381 kparent@lane.k12.or.us</p>
Government Partners		
<p>Mr. Jon Ruiz City Manager City of Eugene 777 Pearl Street, Room 105 Eugene, OR 97401 (541) 682-5010 jon.r.ruiz@ci.eugene.or.us</p>	<p>Mr. Gino Grimaldi City Manager City of Springfield 225 Fifth Street Springfield, OR 97477 (541) 726-3700 ggrimaldi@ci.springfield.or.us</p>	<p>Ms. Brenda Wilson Executive Director Lane Council of Governments 99 East Broadway, Suite 400 Eugene, OR 97401-3111 (541) 682-4395 bwilson@lcog.org</p>

Community Leaders – General Manager Recruitment

(Recent additions highlighted in blue
Leaving position in Pink)

<p>Mr. Steve Mokrohisky County Administrator Lane County 125 E. 8th Avenue, 2nd Floor Eugene, OR 97401 (541) 682-4203 steve.mokrohisky@co.lane.or.us</p>	<p>Mr. David Braunschweiger Program Manager Special Mobility Services 240 Garfield Eugene, OR 97402 (541) 682-6457 davidb@sms1.org</p>	<p>Mr. Larry Abel, Director Lane County Housing & Community Services 177 Day Island Road Eugene, OR 97401 (541) 682-3755 label@hacsa.usa</p>
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<p>Ms. Sheila Thomas Executive Director Lane Independent Living Alliance 99 West 10th, Suite 117 Eugene, OR 97401 (541) 607-7020 lila@lilaoregon.org</p>	<p>Ms. Kay Metzger Jody Cline Director Senior & Disabled Services 1015 Willamette Street Eugene, OR 97401 (541) 682-4432 kmetzgerjcline@lcog.org</p>	<p>Mr. Fred Stoffer Executive Director Special Mobility Services 2101 NE Flanders Portland, OR 97232 (503) 232-1440 freds@sms1.org</p>
<p>Mr. Jae Pudewell, Mayor City of Coburg PO Box 8316 Coburg, OR 97408 (541) 682-7850 jae.pudewell@ci.coburg.or.us</p>	<p>Mr. Thomas Munroe, Mayor City of Cottage Grove 400 E. Main Street Cottage Grove, OR 97424 (541) 942-5501 mayor@cottagegrove.org</p>	<p>Lane County Labor Council – AFL-CIO 1116 S A Street Springfield, OR 97477-5209 (541) 915-3100 http://or.aflcio.org</p>
<h3>Business Partners</h3>		
<p>Mr. Dan Egan Executive Director Springfield Chamber of Commerce P.O. Box 155 Springfield, OR 97477 (541) 746-1651 dan@springfield-chamber.org</p>	<p>Mr. Robert D. Bennett Bennett Management Co., LLC 980 Willamette Street, Suite 200 Eugene, OR 97401 (541) 485-6991 Ext. 110 r.bennett@bmc-llc.com</p>	<p>Mr. David Hauser President Eugene Chamber of Commerce P.O. Box 1107 Eugene, OR 97440 (541) 484-1314 daveh@eugenechamber.com</p>
<p>Mr. Dan Giustina G Group LLC P.O. Box 529 Eugene, OR 97440 (541) 485-1500 giustinad@giustina.com</p>	<p>Mr. Steve Korth McKay Investments 2350 Oakmont, Suite 204 Eugene, OR 97401 (541) 485-4711 steve@oakwaycenter.com</p>	<p>Mr. Jeff Miller Pacific Benefit Consultants 450 Country Club Road, Suite 330 Eugene, OR 97401 (541) 484-6624 jmillier@pbcins.com</p>
<p>Eric Richardson, President Eugene-Springfield NAACP PO Box 11484 Eugene, OR 97440 (541) 484-1119</p>	<p>Mr. Craig Wanichuk, CEO Summit Bank 975 Oak Street, Suite 280 Eugene, OR 97401 (541) 684-7526 Craig.wanichuk@summitbankonline.com</p>	<p>Mr. Alan Yordy, President and CMO PeaceHealth Oregon Region 770 E. 11th Avenue Eugene, OR 97401 (541) 686-3980 ayordy@peacehealth.org</p>

Community Leaders – General Manager Recruitment

(Recent additions highlighted in blue
Leaving position in Pink)

<p>Neighborhood associations: Listed on the City of Eugene’s website at the following link: http://www.eugene-or.gov/portal/server.pt?open=512&objID=800&PageID=4148&cached=true&mode=2&userID=2</p>	<p>Ken Provencher, President and CEO PacificSource Health Plans 110 International Way Springfield, OR 97477 (541) 687-7047 kprevencher@pacificsource.com</p>	<p>Jenny Ulum, Public Affairs Director PeaceHealth PO Box 1479 Eugene, OR 97440 (541) 954-6819 julum@peacehealth.org</p>
<p>Terry Coplin, CEO Employers Health Alliance LLC 1800 Millrace Drive Eugene, OR 97403 (541) 762-2427</p>	<p>Neighborhood Leaders Council</p> <p>Co-Chairs: Randy Prince (541) 345-3306 Randyprice24@hotmail.com</p> <p>Alan Buck (541) 343-0021 Alan@churchillareaneighbors.org</p>	
<p>Susan Ban, Executive Director ShelterCare PO Box 23338 Eugene, OR 97402 (541) 686-1262 ext. 310 sban@sheltercare.org</p>	<p>Tammy Fitch Public Entity Account Executive Wilson-Heirgood Assoc. Insurance 2930 Chad Drive Eugene, OR 97408 tfitch@whainsurance.com Past Board Member</p>	
<p>High School Leadership Contacts</p>		
<p>North Eugene High School 200 Silver Lane, Eugene 541-790-4500 L.A.: Corey Nicholsen ASB President: Truman Cranor</p>	<p>South Eugene High School 400 East 19th Avenue, Eugene 541-790-8057 L.A.: Lynette Williams ASB President: Teale Andreason – tealeandreason@gmail.com</p>	<p>Sheldon High School 32455 Willakenzie, Eugene 541-790-6600 L.A.: Michael Voss ASB President: Liz Gray</p>
<p>Churchill High School 1850 Bailey Hill Rd., Eugene 541-790-5100 L.A.: Noah Glusman ASB President: Thomas LoScuito</p>		

***Names unknown by packet mailing deadline.

Q:\Reference\Board Packet\2010\09\HR 9-28-10\Community Leaders Contact List 09-10.docx

BOARD HUMAN RELATIONS COMMITTEE AGENDA ITEM SUMMARY

DATE OF MEETING: April 27, 2015

ITEM TITLE: GENERAL MANAGER RECRUITMENT PROCESS AND TIMELINE

PREPARED BY: Roland Hoskins, Director of Administrative Services

ACTION REQUESTED: The Committee will develop a detailed action plan for the general manager recruitment process.

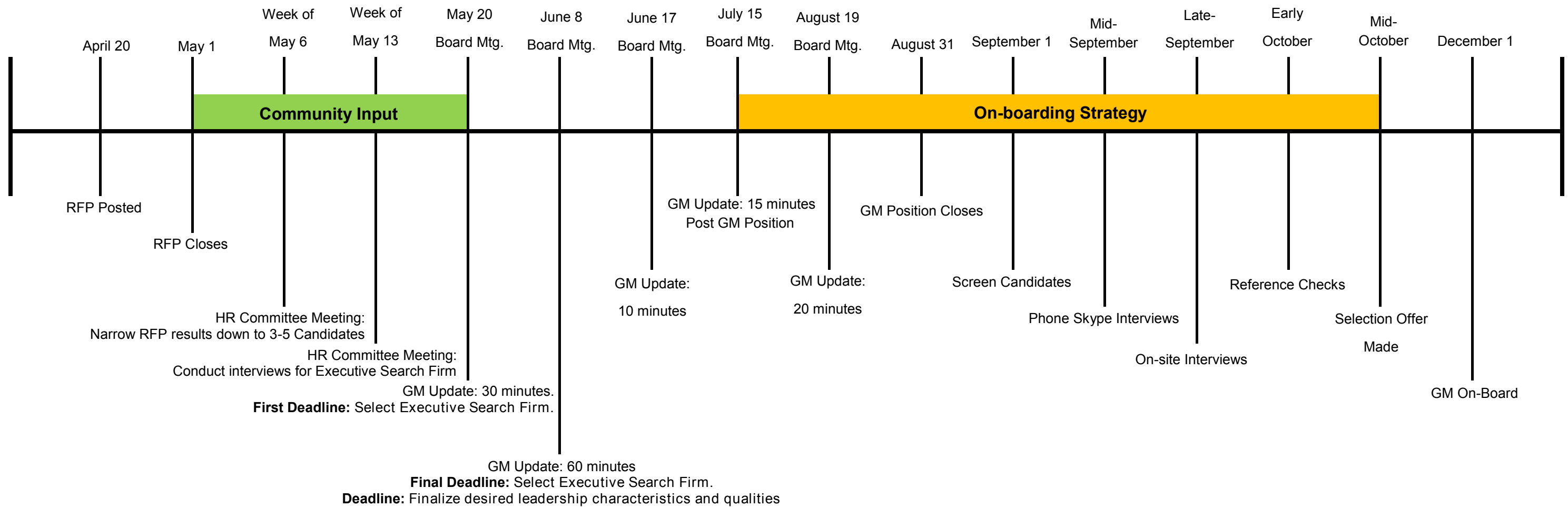
BACKGROUND:

At its April 15 meeting, the LTD Board reviewed a proposed process and timeline for selection of LTD's next general manager. At the April 27 meeting, the Human Relations Committee will review a proposed timeline and create a detailed general manager recruitment process.

ATTACHMENT: Selection Process Timeline

Q:\Reference\Board Packet\2015\4\April 27 HR Committee\Timeline AIS.doc

Selection Process Timeline



RFP # 2015-33; Executive Search Firm Consultant

EVALUATOR'S CONFLICT OF INTEREST STATEMENT

Please complete, sign, date, and return this form to the Purchasing Department, prior to evaluating proposals.

Consistent with the laws of the State of Oregon and applicable Federal Transit Administration regulation, evaluators are expected to adhere to certain standards in carrying out their duties. LTD's policies reflect those standards, and are intended to avoid even the appearance of impropriety in how LTD does business. In order to avoid a potential conflict of interest, the following provisions must be adhered to:

- No evaluator shall in any way use or attempt to use his/her position to obtain financial gain or avoid financial detriment.
- No evaluator shall solicit or receive gifts from any proposer.
- No evaluator shall take any action or make any decision or recommendation that could be to the financial benefit or detriment of any business with which the evaluator, the evaluator's relative, or a member of the evaluator's household is associated.

I do not have any conflict of interest with any of the proposers responding to the subject solicitation. I will maintain the integrity of this RFP process by treating all related documentation, including proposal content, as confidential.

EVALUATOR'S NAME: _____

SIGNATURE: _____

DATE: _____