

COIC



CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
REQUEST FOR PROPOSALS (RFP)
FOR

**Cascades East Transit
Electric Technology Feasibility Study**

RFP Number: CET 21-4

Release Date: January 25, 2021

Deadline for Requests for changes/clarification: February 22, 2021

Submission Deadline: March 15, 2021 - Time: 3:00 p.m.

Notice of Intent to Award: March 29, 2021

Expected Service Agreement Date: April 26, 2021

Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, Oregon 97701

Single Point of Contact:

Drew Orr, Transportation Fiscal Administrator
Central Oregon Intergovernmental Council (COIC)

E-mail: dorr@coic.org

All proposals must be emailed to dorr@coic.org before 3:00 PM March 15, 2021 to be considered.

All inquiries, whether relating to this solicitation process, administration, deadline or award, or to the intent or technical aspects of the services must be emailed to dorr@coic.org.

CET's webpage is www.cascadeseasttransit.com.

**COIC Request for Proposals CET 21-4
Electric Technology Feasibility Study
January 25, 2021**

I. INTENT

The Central Oregon Intergovernmental Council (COIC) is seeking proposals from interested firms and individuals to provide an in-depth feasibility study to recommend the most effective and strategic phased approach for implementation of electric technology and infrastructure for public transportation in Central Oregon. Additionally, this study will analyze the economic viability of electric technology relative to traditional fuel (gasoline and diesel), compressed natural gas, hybrid (diesel/electric), hydrogen fuel cell, liquefied natural gas, or propane. COIC invites qualified firms to submit a proposal, including a price proposal, to provide an in-depth feasibility study to determine the future transition of CET toward electric technology.

II. BACKGROUND INFORMATION

General Description – COIC was designated a Council of Governments organized under ORS 190 in 1972 and operates the regional public transportation provider, Cascades East Transit (CET). COIC serves the local governments of Central Oregon, providing regional collaboration, efficiencies, and service delivery for a strong local economy and quality of life. A 17-member board governs COIC, with representatives from each of the member governments: the counties of Crook, Deschutes, and Jefferson, and the cities of Bend, Culver, Madras, Metolius, Prineville, Redmond, La Pine, Sisters, and the Confederated Tribes of Warm Springs.

COIC’s webpage is www.coic.org.

CET adopted the 2040 Transit Master Plan in September 2020. This plan references CET’s goal to embrace alternative fuels and invest in the necessary infrastructure to support this transition. For more information, visit www.cascadeseasttransit.com/about/2040-transit-master-plan.

Public Transportation Services – COIC manages a transportation division called Cascades East Transit (CET) and operates five distinct services across Central Oregon:

- Nine fixed-routes in the City of Bend
- Eight regional Community Connectors that serve the communities of Bend, Redmond, Terrebonne, Prineville, Madras, Culver, Metolius, La Pine, Sisters, Sunriver, and Warm Springs
- Bend Dial-A-Ride service, which is an eligibility-based complementary paratransit service for Bend residents who experience disabilities and older adults with low-incomes who do not live near fixed-route service. This service operates seven days a week
- Rural Dial-A-Ride service, which provides curb-to-curb, shared rides to the general public in Redmond, La Pine, Sisters, Prineville, and Madras
- Three recreational services: winter service to the Mt. Bachelor resort, summer Ride the River service in downtown Bend, and summer service at the Lava [Butte] Lands Visitor Center

Each CET service has unique hours. Generally, the system hours are as follows:

- Monday - Friday: 6:30 am to 8:30 pm
- Saturday: 7:30 am to 6:00 pm
- Sunday: 8:30 am to 3:15 pm

Fleet – CET has grown rapidly since its inception twelve years ago. A varied fleet of nearly 70 revenue vehicles travels more than 100,000 miles per month. With the addition of new Oregon’s

Statewide Transportation Improvement Funds, the fleet is expected to grow by an additional 15 vehicles in the near-term (5 – 10 years). A listing of the current buses by type is included on Exhibit A.

Facilities - CET has vehicles utilizing the following locations:

- Bend (Bear Creek) operations and maintenance facility
- Bend (Hawthorne Station) central transit hub facility
- Station parking lot is currently undergoing a re-design (Summer 2021). COIC will ensure designs incorporate potential EVSE infrastructure
- Redmond (Antler) operations and maintenance facility
- Redmond (Kalama Ave.) transit hub facility
- Leased spaces in La Pine, Prineville, and Madras

COIC has recently formed a Facilities Committee to help prioritize its future facilities projects and grant applications.

III. EXPECTATION

The selected firm and COIC will negotiate the delivery schedule, costs, and final Statement of Work, within the scope of what is advertised here, for inclusion in the final contract. The contract is anticipated to be effective April 2021 and to be completed by winter 2021. Pending successful negotiations, the selected Proposer shall perform its obligations according to a negotiated Professional Service Agreement.

We expect that a qualified firm will meet the Scope of Work elements contained in Section IV and provide COIC the deliverables necessary to take the next logical step towards introducing electric vehicle technology.

The selected firm will be expected to present their results via conference/web call to staff and then to the COIC Board of Directors. Periodic conference calls with staff throughout the study will also be required to ensure the outcome is in alignment with COIC expectations and to answer questions for the Consultant. The Consultant shall develop draft reports on each task and submit these reports as they are completed to COIC staff for review and comment. The Consultant shall prepare a Draft Final Report, which summarizes all the task deliverables and include the data collected utilizing charts, tables, graphs and maps, as well as specific recommendations/plan based on the results of the analysis and discussions with staff and transit board members. After COIC's staff and board review, the Consultant will prepare a Final Report incorporating comments from the Draft Final Report.

The value of the recommendations provided by the awarded consulting firm could be affected by any business affiliations with other firms in the broad electric technology industry. This includes, but is not restricted to, the following types of firms:

- vehicle manufacturers;
- utility companies; or,
- charging infrastructure providers.

COIC intends to assess the potential impact of any such business affiliations during its evaluation of proposals received. The proposer shall include a completed Business Affiliation Disclosure Form (Exhibit G) with their submitted proposal.

IV. SCOPE OF WORK

The selected Consultant shall provide professional consulting service to COIC through an in-depth feasibility study that prescribes the appropriate phased approach for electrification based on strategic partner involvement, current operations, facilities/equipment, maintenance/fleet, and a financial/economic analysis. Additionally, the selected Consultant shall recommend the overall electric grid system improvements necessary to support large users, like a transit agency, in Central Oregon. This study will equip CET with the knowledge for short-, middle-, and long-term planning and goals to pursue strategic funding opportunities to implement electric technology and provide a path for community collaboration to build the necessary infrastructure.

The following maximum study length/timeframe, tasks, and work products are required for the study, at a minimum. Additional tasks or methods may be included in the firm's proposal to strengthen the study's outcome and recommendation(s).

CET Electric Technology Feasibility Study:

Estimated Project Duration: Four to five months

Task 1: Partner Involvement

CONTRACTOR will review and analyze case studies to determine best practices and lessons learned in partner involvement for electrification, including:

- Identify the key local, state, and/or national-level partners and determine their role in a community-wide transition to electric technology
- Recommendations for effective and sustainable community partner collaboration for electric technology in Central Oregon
- Evaluation of current utility infrastructure and grid network in Central Oregon
- Recommendations for electric grid system improvements to support the transition to an overall electric regional transit system

Deliverable: The deliverable of this task will be a written report that highlights best practices and lessons learned from case studies focused on partner involvement for electrification; effective local, state, and national partner collaboration; evaluation of current grid network; electric grid system and utility infrastructure improvement recommendations to support an electric regional transit system.

Task 2: Operational Review

CONTRACTOR will conduct fleet modeling exercises and route simulations for CET's entire bus transit service to provide a recommendation on the routes and number of buses where and how electric technology could be efficiently operated in CET's system based on current venture capital in the industry.

The analysis will provide the following information based on CET's operating environment:

- The expected range on each route in warm (90 – 110 degrees) and cold conditions (-10 to 10 degrees)
- Estimated fuel efficiency
- Daily energy requirements
- Evaluation of the effects of loading and battery degradation

- Possible Return on Investment
- Potential insurance policy changes and costs when transitioning to electric technology or installing electric infrastructure

CONTRACTOR will utilize collected data, which relies on available service block statistics, schedules, experience with comparable bus systems, local weather conditions, and generic bus models to gauge feasibility of CET's current service blocks leaving and returning to maintenance facilities. CONTRACTOR will use this model to evaluate and extend previous modeling performed on CET routes. This task will result in a recommendation of the timing and implementation approach of electric technology for CET's services, geographies, routes, and number of buses/vehicles where electric technology can be efficiently operated in CET's system. In addition, if timing and implementing for electrification is not suitable for particular service models, then CONTRACTOR may recommend other low/no emission practices, if appropriate.

The operational review will provide best practices and information on how transit systems with battery electric technology address the following operational issues:

- Range limitations
- On-route issues – On-route issues related to battery electric buses, such as low charge
- Cold weather impact – Operational policies during these times
- Size of vehicle/engine
- Vehicle training for drivers and management
- Battery replacement cost and forecasting
- Electrification and its impact on other related infrastructure on the buses (i.e. peplinks, power supervisors, MIL sensors, etc.)

Based on the operational review, CONTRACTOR will recommend the battery range necessary to serve each service type and whether a battery lease or purchase (or hybrid model) would be more economical for CET.

Deliverable: The deliverable of this task shall be a written report of the results of the bus modeling and route simulation for the most viable routes; list of services where battery electric technology could be efficiently operated in CET's system; total possible electric bus fleet size; and description of the operational issues and how they are addressed at other battery electric bus transit systems.

Task 3: Facility/Equipment Review

CONTRACTOR will perform the following three analyses:

- Review CET's current facilities for modifications to accommodate electric technology and their viability;
- Provide recommendations on facility features that would be required or allow greater efficiency in accommodating electric technology in a future facility; and,
- Complete a Charge Model to assess options for charging equipment/infrastructure and strategy (multiple charging or once per day) in all service demands and weather conditions.

Additionally, the facility/equipment review will provide best practices in this area.

Deliverable: The deliverable of this task will be a written report with recommendations to accommodate battery electric technology including recommendations for CET's facilities;

features/criteria for a future facilities to accommodate battery electric technology; a list of charging equipment for current/future facilities; other equipment CET would need to implement electric technology at CET; and a charging strategy that meets operational and maintenance needs.

Task 4: Fleet/Maintenance Review

CONTRACTOR will analyze industry experience in the following areas:

- Review of procured gas/electric hybrid technology kits installed (or planned for installation) on existing/new vehicles
- Operational Reliability – Industry experience and best practices to mitigate issues
- Maintenance Issues – Common maintenance issues with battery electric technology and best practices to mitigate issues
- Training Needs – For mechanics and management staff on battery electric technology maintenance and repair of vehicles and equipment
- Repair Time – Comparison of battery electric technology versus diesel/gasoline
- Maintenance Costs Per Mile – Comparison of battery electric technology versus diesel/gasoline
- Replacement of batteries/major manufacturer

CONTRACTOR will provide a side-by-side comparison of vendor buses available using at least the following criteria: battery range, estimated cost, reliability, gross weight, and maintenance cost per mile.

Deliverable: The deliverable of this task shall be a written report detailing industry experience best practices; a recommendation on the battery range needed to serve each of CET's service types; a recommendation on leasing or purchasing batteries, and a side-by-side vendor comparison.

Task 5: Financial/Economic Analysis

CONTRACTOR will conduct the following four financial and economic analyses to provide staff and the transit board with information as follows:

- Strategic Funding Opportunities – Explore and recommend potential/common public (federal/state) and private funding sources to support electric technology and a recommendation for which sources of funding CET could be competitive.
- Ownership Versus Subscription by Viability of Service Type – Compare traditional ownership and subscription (energy as a service) models for electrification to determine which approach (or a hybrid of both) would be most cost effective for each of CET's services.
- Comparison of Low-No Emissions Technology Options – Explore and compare costs/viability of other alternative fuel options, such as compressed natural gas, hybrid (diesel/electric), hydrogen fuel cell, liquefied natural gas, or propane.
- Fleet Costs – Determine cost of bus fleet over the life of various CET vehicles compared to diesel/gasoline vehicles by service type (if electric options are available), including (but not limited to) the cost to acquire, insure, fuel, house, maintain, and dispose of a vehicle over its lifetime.
- Fuel Versus Electric Cost – Annual cost of diesel and gasoline fuel versus electric costs per year for the various revenue vehicles in CET's fleet.

- Training Costs – Drivers, management, and mechanic training cost estimates
- Facilities – Estimated cost to retrofit CET’s Bear Creek and Antler facilities to accommodate the recommended electric bus fleet (i.e. electric capacity, charging stations, and infrastructure modifications), estimated additional cost for electric technology supporting infrastructure that would be needed in a future facility, as well as estimated costs to maintain charging infrastructure.

Deliverable: The deliverable of this task shall be a written report detailing the costs and method used to calculate the above seven analyses and a list/recommendation of potential funding sources for CET to pursue.

Task 6: Development of a Final Feasibility Study Report

Based on the analysis, recommendations, and staff/partner discussions, CONTRACTOR shall finalize the decisions/costs regarding battery electric technology and compile all information from the previous tasks and discussions into a final electric technology planning document.

CONTRACTOR will present their results via conference/web call to staff and then to the COIC Board.

Deliverable: The deliverable of this task shall be a written report compiling all previous memoranda, plans and documentation, as well as a summarized list/roadmap for incorporating electric technology into CET’s fleet, facilities, and operations.

V. EVALUATION CRITERIA

COIC will evaluate each firm in accordance with the following criteria to determine the firm that it believes is best suited to meet the needs of this project. During the evaluation process, COIC reserves the right to request additional written information to assist in the valuation of proposals. Based on the scores and rankings of the written proposals, web-based interviews may be requested from firms to permit clarification of questions, based on the review of the written proposals. COIC reserves the right to reject any and all written proposals in order to serve the interests of COIC.

COIC will use the following criteria to evaluate and rank submittals:

1. Past performance in battery electric technology studies for public transportation service providers, as well as a comprehensive understanding of industry trends and best practices;
2. Specialized experience and technical competence of the firm and key personnel in delivering transit systems studies, including demonstrated capacity to recommend public and private funding sources to support electric technology and necessary infrastructure;
3. Proposed project management and the firm’s capability to complete the project within the indicated time schedule; and,
4. Price.

VI. EVALUATION PROCESS

A Committee will be appointed by the Transportation Director, or designee, to evaluate proposals.

The outcome of the Evaluation process may, at COIC’s sole discretion, result in:

- i. Notice to Intent to Award;
- ii. Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or,
- iii. Cancellation of this procurement.

The Committee may issue follow-up questions, request presentations, or conduct interviews.

The Committee may recommend contract award to the firm submitting the proposal deemed the best value to COIC, based on the evaluation criteria described herein. The Transportation Director will approve any final selection.

VII. SUBMISSION NOTICE

All proposals submitted in response to this RFP shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal that you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure”. Where authorized by law, and at its sole discretion, COIC will endeavor to resist disclosure of properly identified portions of the proposals.

VIII. PROPOSAL FORMAT

COIC requires comprehensive responses to each section of the RFP. To facilitate the review process, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite the review and evaluation process. It is not the intent to constrain firms with regard to their content, but to assure that the specific requirements set forth in the RFP are addressed in a uniform manner amendable to review and evaluation.

The outline below provides the section requirements:

- 1. Cover Letter** – The cover letter should state the proposers understanding of the services to be provided. Any additional information should be added that the firm believes is necessary, but is not included in other sections of the document.
- 2. Firm Experience & Qualifications** –
 - a.** Briefly introduce your firm, providing a summary of the administration, organization, and staffing. If the firm has multiple offices, highlight the staff and organization in the office that would be responsible for this project. Provide an organizational chart indicating the positions and names of the core management team, which will undertake this project.
 - b.** Describe the experience of the firm in the last five years in performing consulting services in similar size and scope. Offerors are invited to include links to completed studies to demonstrate competence and qualifications for providing these services. Additionally, Offerors should describe experience assisting transit agencies identify potential funding sources to support a transition to electric technology.
 - c.** Specify the firm’s particular area of expertise and how those strengths will benefit COIC.
 - d.** Specify any unique characteristics that set the firm apart from others who perform the same or similar functions.
 - e.** Indicate if your firm receives revenue from a bus manufacturer, and if so, how your firm objectively evaluates battery electric technology impacts on transit operations.
- 3. Key Personnel Experience & Qualifications**
 - a.** Identify the project manager and each individual who will work as part of this project. Include resumes for each person to be assigned. Include any professional designation and affiliations, certification, and licenses, etc.
 - b.** Include a list of projects and role the employee had on each project over the past

eighteen (18) months.

- c. Specify any unique qualifications/perspective a key member of the team might bring to the project.

4. References

- a. Provide references for similarly successful projects from five agencies, including the name of the agency, contact name, telephone, fax, and email address. Also include project information on each to include:
 - i. Brief description of project scope;
 - ii. Scheduled and actual start dates;
 - iii. Scheduled and actual end dates;
 - iv. Scheduled and actual budget;
 - v. Study recommendations; and,
 - vi. Whether recommendations were implemented.

5. Cost

- a. Provide a price proposal organized by task.

IX. PROTEST PROCEDURES

Proposer may seek administrative remedies under Cascades East Transit Procurement Protest Procedures shown in Exhibit E.

X. INSURANCE REQUIREMENTS

The successful firm shall obtain and maintain in full force and effect for the duration of a contract, and any extension hereof, at the firm's sole expense, insurance coverage written by companies approved by the State of Oregon and acceptable to COIC, in the type(s) and amount(s) described in Exhibit D herein.

Prior to the issuance of a notice to proceed by COIC, the successful proposer shall furnish a completed Insurance Certificate to COIC, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. COIC SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER A CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO COIC.

COIC reserves the right to review the insurance requirements of this section during contract negotiations and during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by COIC based upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful firm.

XI. PROJECT FUNDING

If the project funding drops, COIC retains the right to modify or terminate this contract at the end of the then-current fiscal year as required. COIC, by written notice, may terminate this contract, in whole or in part, when it is in COIC's best interest. If this contract is terminated, COIC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

XII. QUESTIONS AND ADDENDA

Written request for clarification or additional information regarding this project must be emailed to

dorr@coic.org no later than 3:00 p.m., February 15, 2021. Any clarification, revisions, additions to, or deletions from any of the contract documents will be made only by addendum and a copy of such addendum will be published on the COIC website and emailed to each person who has notified COIC of their intent to bid.

XIII. ERROR IN OFFERS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting offers. Failure to do so will be at the proposer's own risk and cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors either of omission or commission on the part of proposers. In case of error in extension of prices in the offer, the unit price shall govern.

XIV. FINANCIAL STATEMENTS

Proposers may be requested to submit financial statements subsequent to the opening of proposals together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

XV. OFFERORS RESPONSIBILITIES

The proposer is charged with the responsibility of satisfying themselves as to the character of the scope of services required under a contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting their proposal.

XVI. PROHIBITED INTEREST

No Board members, officers, employee of COIC, or same of its member municipalities during their tenure or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

XVII. STATE OF OREGON CONTRACT PROVISIONS

Proposals shall be in conformance with, and the proposer agrees to comply with all State of Oregon contract provisions in Exhibit C herein.

XVIII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of the executed contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

XIX. INSPECTION, ACCEPTANCE AND PAYMENT

All services furnished under this contract will be accepted by COIC to determine whether or not the services received are in accordance with the terms of the contract.

Payment will be made when all services received have been accepted.

EXHIBIT A – CET Fleet List

Central Oregon Intergovernmental Council - Cascades East Transit - Revenue Fleet												12/29/2020		
#	Agency Veh #	Vehicle Year	Chassis Make	Body Make	Chassis Model	Body Model	Passenger Capacity	Fuel Type	Date Put In Service	Fed Useful Life (yrs)	Useful Life (mileage)	Use (Mode)	Fleet	FTA Category
1	501	2016	Ford	Champion	E-450	Challenger	18	Unleaded	5/10/2016	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
2	502	2016	Ford	Champion	E-450	Challenger	18	Unleaded	5/11/2016	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
3	503	2016	Ford	Champion	E-450	Challenger	18	Unleaded	5/11/2016	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
4	504	2016	Ford	Champion	E-450	Challenger	18	Unleaded	5/13/2016	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
5	505	2016	Ford	Champion	E-450	Challenger	18	Unleaded	5/19/2016	5	150,000	MB/PT	Bend	25-35"light-duty transit bus
6	506	2016	Ford	Champion	E-450	Challenger	18	Unleaded	6/8/2016	5	150,000	MB/PT	Bend	25-35"light-duty transit bus
7	507	2016	Ford	Champion	E-450	Challenger	18	Unleaded	6/8/2016	5	150,000	MB/PT	Bend	25-35"light-duty transit bus
8	811	2004	Ford	Eldorado	E450	Aerotech	14	Unleaded	01/01/04	4	100,000	DR/DO	Rural	Other (small bus & specialized van)
9	814	2009	Ford	Eldorado	E450	Aerotech	18	Unleaded	12/01/08	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
10	815	2009	Ford	Eldorado	E450	Aerotech	18	Unleaded	12/01/08	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
11	819	2009	Ford	Eldorado	E450	Aerotech	18	Unleaded	04/23/09	5	150,000	CB/DO	Rural	25-35"light-duty transit bus
12	820	2009	Ford	Eldorado	E450	Aerotech	18	Unleaded	04/23/09	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
13	822	2010	Ford	Eldorado	E450	Aerotech	18	Unleaded	02/04/10	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
14	823	2010	Ford	Eldorado	E450	Aerotech	18	Unleaded	02/04/10	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
15	824	2010	Ford	Eldorado	E450	Aerotech	18	Unleaded	02/23/10	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
16	825	2010	Ford	Eldorado	E450	Aerotech	18	Unleaded	02/23/10	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
17	829	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/29/11	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
18	830	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/29/11	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
19	831	2011	Freightliner	Champion	M2	Defender	29	Diesel	10/31/11	10	350,000	CB/DO	Rural	30' Medium duty transit bus
20	832	2011	Freightliner	Champion	M2	Defender	29	Diesel	12/20/11	10	350,000	CB/DO	Rural	30' Medium duty transit bus
21	833	2013	Freightliner	Champion	M2	Defender	38	Diesel	01/22/13	10	350,000	CB/DO	Rural	30' heavy duty transit bus
22	834	2012	Ford	Champion	E450	Challenger	16	Unleaded	11/26/12	5	150,000	DR/DO	Rural	25-35"light-duty transit bus
23	835	2012	Ford	Champion	E450	Challenger	16	Unleaded	11/26/12	5	150,000	CB/DO	Rural	25-35"light-duty transit bus

Central Oregon Intergovernmental Council - Cascades East Transit - Revenue Fleet													12/29/2020		
#	Agency Veh #	Vehicle Year	Chassis Make	Body Make	Chassis Model	Body Model	Passenger Capacity	Fuel Type	Date Put In Service	Fed Useful Life (yrs)	Useful Life (mileage)	Use (Mode)	Fleet	FTA Category	
24	836	2012	Ford	Champion	E450	Challenger	16	Unleaded	11/26/12	5	150,000	DR/DO	Rural	25-35"light-duty transit bus	
25	837	2006	Ford	Eldorado	E350	AEROUTE 210	9	Unleaded	1/1/2006	4	100,000	DR/PT	Bend	25-35"light-duty transit bus	
26	838	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/25/2016	10	350,000	DR/DO	Rural	30' heavy duty transit bus	
27	839	2016	Freightliner	Champion	M2	Defender	37	Diesel	5/6/2016	10	350,000	DR/DO	Rural	30' heavy duty transit bus	
28	840	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/30/2016	10	350,000	DR/DO	Rural	30' heavy duty transit bus	
29	850	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	11/25/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
30	851	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	11/29/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
31	852	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	11/29/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
32	853	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	12/06/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
33	854	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	12/09/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
34	855	2011	Freightliner	Champion	M2	Amer. Coach	38	Diesel	12/09/11	12	500,000	CB/DO	Recreation	30' heavy duty transit bus	
35	7762	2008	Ford	NATIONAL	E450	AEROTECH	16	Unleaded	10/01/07	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	
36	7768	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	08/13/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
37	7769	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	08/13/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
38	7770	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	08/13/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
39	7771	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	12/10/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
40	7772	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	11/25/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
41	7773	2009	Ford	Accubuilt	E350	Shuttle	5	Unleaded	12/05/09	4	100,000	DR/PT	Bend	Other (small bus & specialized van)	
42	7774	2011	Freightliner	Champion	M2	Defender	27	Diesel	06/28/11	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
43	7775	2011	Freightliner	Champion	M2	Defender	27	Diesel	06/28/11	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
44	7776	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/30/11	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	

Central Oregon Intergovernmental Council - Cascades East Transit - Revenue Fleet													12/29/2020		
#	Agency Veh #	Vehicle Year	Chassis Make	Body Make	Chassis Model	Body Model	Passenger Capacity	Fuel Type	Date Put In Service	Fed Useful Life (yrs)	Useful Life (mileage)	Use (Mode)	Fleet	FTA Category	
45	7777	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/30/11	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	
46	7778	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/30/11	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	
47	7779	2011	Ford	Eldorado	E450	Aerotech	18	Unleaded	06/30/11	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	
48	7780	2015	Ford	Champion	E450	Challenger	18	Unleaded	01/30/15	5	150,000	DR/PT	Bend	25-35"light-duty transit bus	
49	7781	2015	Freightliner	Champion	M2	Defender	37	Diesel	03/30/15	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
50	7782	2015	Freightliner	Champion	M2	Defender	37	Diesel	03/30/15	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
51	7783	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/21/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
52	7784	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/21/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
53	7785	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/21/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
54	7786	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/25/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
55	7787	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/23/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
56	7788	2016	Freightliner	Champion	M2	Defender	37	Diesel	3/30/2016	10	350,000	MB/PT	Bend	30' heavy duty transit bus	
57	857	2017	Freightliner	Champion	M2	Amer. Coach	38	Diesel	05/27/17	10	350,000	CB/DO	Recreation	30' heavy duty transit bus	
58	701	2017	Gillig	GILLIG	G27B	35' Low Floor	34	Diesel	11/7/2017	12	500,000	MB/PT	Bend	35' heavy duty transit bus	
59	702	2017	Gillig	GILLIG	G27B	35' Low Floor	34	Diesel	10/30/2017	12	500,000	MB/PT	Bend	35' heavy duty transit bus	
60	703	2017	Gillig	GILLIG	G27B	35' Low Floor	34	Diesel	10/23/2017	12	500,000	MB/PT	Bend	35' heavy duty transit bus	
61	704	2017	Gillig	GILLIG	G27B	35' Low Floor	34	Diesel	6/12/2018	12	500,000	MB/PT	Bend	35' heavy duty transit bus	
62	841	2018	Ford	Champion	E-450	Challenger	18	Unleaded	6/8/2018	5	150,000	DR/DO	Rural	25-35"light-duty transit bus	
63	842	2018	Ford	Champion	E-450	Challenger	18	Unleaded	6/14/2018	5	150,000	DR/DO	Rural	25-35"light-duty transit bus	
64	843	2019	Freightliner	Champion	SC2	Defender	38	Diesel	11/25/2019	10	350,000	CB/DO	Rural	30' heavy duty transit bus	
65	844	2019	Freightliner	Champion	SC2	Defender	38	Diesel	11/25/2019	10	350,000	CB/DO	Rural	30' heavy duty transit bus	
66	845	2020	Freightliner	Champion	SC2	Defender	38	Diesel	TBD	10	350,000	CB/DO	Rural	30' heavy duty transit bus	

Central Oregon Intergovernmental Council - Cascades East Transit - Revenue Fleet											12/29/2020			
#	Agency Veh #	Vehicle Year	Chassis Make	Body Make	Chassis Model	Body Model	Passenger Capacity	Fuel Type	Date Put In Service	Fed Useful Life (yrs)	Useful Life (mileage)	Use (Mode)	Fleet	FTA Category
67	846	2020	Freightliner	Champion	SC2	Defender	38	Diesel	TBD	10	350,000	CB/DO	Rural	30' heavy duty transit bus

Please note:

- As of December 29, 2020, CET's fleet consists of approx. 67 vehicles
- Expanding fleet by approx. 8 new vehicles in the next 6 months
- Plans to replace approx. 11 existing vehicles over the next 18 months (all of these vehicles will be gasoline, diesel or gasoline/electric hybrids)
- The fleet changes over time and an updated list can be furnished upon request

EXHIBIT B – CET’s Operations and Maintenance Facilities



Bear Creek Operations Maintenance Facility
– Bend



Hawthorne Station, Central Transit Hub – Bend



Antler Operations and Maintenance Facility –
Redmond



Redmond Transit Hub, Regional Transit Hub

Additional Facilities: Leased spaces in La Pine, Prineville, and Madras

EXHIBIT C – Oregon Public Contract Provisions

1. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

2. INSPECTIONS: Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

3. PAYMENT: Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

4. STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants that: (a) the Goods are new, current, and fully warranted by the manufacturer; (b) Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture; (c) Contractor shall comply with the tax laws of this state and all political subdivisions; and (d) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

6. TERMINATION: (i) The parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision, including the representations and warranties related to liquidated and delinquent debt, or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

Failure to comply with the tax laws of this state or any political subdivision or violation of Contractor's warranties related to compliance with the tax laws of this state and any political subdivision of this state also constitutes a material breach of this PO. Any violation entitles Agency to terminate this PO, to pursue and recover any and all damages that arise from the breach and the termination of this PO, and to pursue any or all of the remedies available under this PO, at law, or in equity, including but not limited to: termination of this PO in whole or in part; collection by administrative offset or garnishment, if applicable, or withholding amounts otherwise due and owing to Contractor without penalty.

7. HOLD HARMLESS: *Contractor shall indemnify, defend, and hold harmless the State and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the intentional misconduct, recklessness or negligent activities of Contractor, its officers, subcontractors, agents, or employees under this PO.*

8. GOVERNING LAW, JURISDICTION, VENUE: This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or consent to the jurisdiction of any court.*

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns.

11. ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

17. AMENDMENTS: All amendments to this PO must be in writing, signed by Agency.

18. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

19. WAIVER: Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

20. AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

21. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

EXHIBIT D

Contractor Insurance Requirements

GENERAL.

Contractor (including its subcontractors, agents, etc) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), \$4,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

\$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. **PROFESSIONAL LIABILITY INSURANCE.** Professional liability insurance with limits of not less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

EXHIBIT E – CASCADES EAST TRANSIT PROCUREMENT PROTEST PROCEDURES

Under certain circumstances, an interested party to a procurement may protest to COIC the award of a contract which may or may not involve the direct application of public funds. COIC will make protest procedures accessible to bidding parties. These procedures are intended to ensure that valid complaints are properly handled and responded to. These procedures apply to all types of procurement actions, including sealed bids, requests for proposals, etc.

The term protest is utilized to describe the controversies that arise usually during the contract information process as an objection to a contract award or to a decision on a specific bid. The protests are challenges to actual or proposed actions of the contracting officers on specific procurements. These objections are brought by offerors, prospective offerors, or other interested parties who contend that they have been improperly treated in the procurement process. All protests must be submitted in writing.

COIC Level One Protest Procedures – General Conditions

COIC's review of any protest will be limited to violations of state or local laws or regulations, violations of COIC's purchasing procedures, violations of COIC's protest procedures, or failure to review a complaint or protest. Protests based on restrictive or severely defective specifications, or improprieties in any type of solicitations that are apparent prior to bid opening or closing date for proposals, must be received by COIC within a reasonable time in advance of scheduled bid opening but no later than 5 days after receipt of the RFP/IFB by the proposer/bidder. All other protests must be received by COIC within 5 days of the action on which the protest is based.

The initial protest filed with COIC shall be in writing and shall:

- a) Include the name, address, and telephone number of the protestor and the name of a contact person
- b) Identify the number, date, and description of the solicitation
- c) Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified
- d) Indicate the ruling or relief desired from COIC

A protest may be considered, even if the initial filing is late, under the following circumstances:

- a) Good cause based on compelling reasons beyond the protestor's control, whereby the tardiness is due to the fault of COIC's handling of the protest submission

- b) COIC determines the protest raised issues significant to a procurement practice or procedure
- c) COIC is directed by a relevant grantee to either consider or reconsider a protest
- d) A court of competent jurisdiction expresses interest in COIC's decision

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear, and legible. Any additional information requested or required by COIC from the protestor, or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request unless specifically stated by COIC.

Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of COIC or from any government agency that may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary materials that should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Furnishing of Information on Protests

COIC shall, upon request, make available to any interested party, information bearing on the substance of the protest, including:

- a) Any other documents that pertain to the protest, including correspondence with the bidders
- b) A statement by COIC explaining its actions and the reasons for them

A conference on the merits of the protests with members of COIC protest review panel (defined below) may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

Withholding of Award

When a protest has been filed before the opening of bids, COIC will not open bids prior to the resolution of the protest. When a protest has been filed after the opening of bids but before the contract award, COIC will not make an award for five days following its decision on the protest. When a protest has been filed after the award but prior to the execution of a contract, COIC will not proceed with the execution of the contract prior to the resolution of the protest. Exceptions to the above may occur if COIC determines that:

- a) The items to be procured are urgently required;
- b) Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or,
- c) Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to COIC or other local, state, or federal governments.

If government agency funds are involved, COIC will notify the appropriate agency in a timely manner and keep the agency apprised of the status of the protest.

Protest Review – Level One

Upon receipt of a timely protest, the Executive Director will appoint an ad hoc COIC protest review panel to review all relevant materials associated with the protest. The panel shall be comprised of at least two representatives of COIC appointed by the Executive Director. The panel shall determine the validity of the protest and what actions will be taken.

The panel will be directed to prepare a report within fifteen (15) days. The panel will notify the protestor and any interested parties of their findings and actions and of the procedures for requesting reconsideration. The report shall include the following:

- a) Copies of all relevant documents;
- b) A copy of the invitation for bid or request for proposal, including pertinent provisions of the specifications; and,
- c) A copy of the abstract of bids.

Protest Review – Level Two

Reconsideration of a decision by COIC may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

The request for reconsideration of COIC's protest review panel decision shall be filed no later than ten (10) days after the panel issues its written report, and shall be filed with the Executive Director. Upon receipt of the timely request for reconsideration, the Executive Director shall schedule an informal administrative hearing with protestor and the COIC protest review panel. The hearing shall be held not later than fifteen (15) days after the receipt of the request for reconsideration.

The Executive Director has the authority to make the final decision on all protests. The Executive Director shall issue in writing COIC's final determination of the reconsidered protest within five (5) days of the administrative hearing. The appellate process ends with the Executive

Director's decision; however, the aggrieved party has those remedies afforded by the state courts.

Effect of Judicial Proceedings

COIC may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court.

EXHIBIT F – AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

I hereby swear (or affirm) under penalty for perjury:

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;
3. That the contents of the offer have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offer or it’s surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and
4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of COIC during the period of this contract or for one year thereafter.
5. Personal/Organizational conflict arises when (1) an employee, officer, agent, or board member, (2) any member of their immediate family, (3) their partner, spouse, significant other or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award, or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.
6. The Offeror shall disclose, to the best of their knowledge, any Local, State, or Federal employee, COIC employee, or member of the State legislature, Elected County or City officials within the service area of COIC, or any relative of such who is an officer or director of, or has a material interest in, the Offeror’s business, who is in a position to influence this procurement.

Name	Relationships
_____	_____
_____	_____
_____	_____
_____	_____

That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 2021.

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. COIC reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in COIC's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if deemed that termination is in the best interest of COIC.

(Failure to complete this form and to submit it with your offer may render your offer non-responsive)

Exhibit G
Business Affiliation Disclosure Form

_____ recognizes the importance of recommendations made in any consulting deliverable furnished to COIC are viewed as being objective. The value of the recommendations provided by the awarded consulting firm could be affected by any business affiliations with other firms in the broad electric technology industry. This includes, but is not restricted to, the following types of firms:

- vehicle manufacturers;
- utility companies; or,
- charging infrastructure providers.

COIC intends to assess the potential impact of any such business affiliations during its evaluation of proposals received. Business affiliations could include, but are not be restricted to the following relationships:

- equity/stock;
- commission arrangement for new business secured;
- “finder’s fee” arrangement for new business secured; or,
- confidential non-disclosure agreement.

To allow COIC Staff the opportunity to assess the importance of any business affiliation with other firms in this broad industry, I am disclosing below all business affiliations worthy of their reasonable consideration.

Firm: _____

Nature of Affiliation:

I hereby swear (or affirm) under penalty for perjury, that the information above is true and accurate.

Print Name: _____

Signature: _____

Title: _____

Firm Name: _____

Address: _____

Date: _____