



Addendum 1
to
COIC Request for Qualifications CET 21-8
Bend Mobility Hub Project Management

December 20, 2021

To: ALL REGISTERED VENDORS AND TO WHOM IT MAY CONCERN
From: Drew Orr, COIC Single Point of Contact
RE: ADDENDUM 1

All vendors are to accept the information contained herein as an official document of Central Oregon Intergovernmental Council.

This Addendum includes responses to questions and requests submitted to COIC as of end of business day 12/19/21.

This Addendum modifies the original Request for Qualifications as noted below and shall be incorporated into the Contract Documents. All other provisions of the RFQ CET 21-8, released December 7, 2021, not already modified by any addenda previously issued, shall remain unchanged.

Question #	RFP Section	Page #	Question	COIC's Answer
Emailed to COIC on or before 12/16/21				
1	not specified	not specified	Do you know how many property acquisitions you are looking at?	Project CET 21-8 relates to the acquisition and construction of CET's first mobility hub in Bend. Cascades East Transit (CET)'s 2040 Master Plan and the City of Bend 2040 Transportation System Plan both envision more in the future.
2	not specified	not specified	Do you have any maps at all showing location of the project and it's proposed beginning and ending?	Task 3 of the draft Professional Services Agreement is Site Evaluation and Planning. CONTRACTOR will conduct a Mobility Hub Site Analysis to identify four (4) potential locations for a mobility hub and recommend two (2) sites—a primary and secondary option. COIC Staff are interpreting the second question as having to do with the anticipated time-line of some or all of the required Tasks. An estimated Completion Dates for each Task is furnished in Schedule 1.1 of the draft Professional Services Agreement.
3	not specified	not specified	Could you confirm the page limit on the proposal? We couldn't find that in our review of the RFQ	COIC has not limited the number of pages. That said, please be considerate to the Evaluation Committee members having to read through all of the SOQs received.
4	not specified	not specified	Knowing that City of Bend and ODOT have a concurrent planning effort looking at Mobility Hub siting options going on right now, is the consultant that is performing that work precluded from bidding on this project due to conflict of interest?	COIC and the Bend Metropolitan Planning Organization (City of Bend), have been awarded a Transportation and Growth Management (TGM) grant by the Oregon Department of Transportation (ODOT). The objective of any TGM grant is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development. COIC Staff views this TGM project as complementing COIC's Bend Mobility Hub project. COIC does not see a conflict. A firm working on the TGM effort, either as the primary contractor or sub-contractor, is welcome to submit a SOQ in response to this separate opportunity.
5	Section 1.2 Standards, Section 5.1 Quality of Services and Section 5.5 Indemnification	8 & 10	<p>We have three questions related to the Draft contract language provided with the RFQ. Our intent is to affirm that a contract can be formulated that is insurable. Previous contracts that we've entered into with COIC have allowed for specific modifications to such articles as Standards, Quality of Services, and Indemnification. Consistent with these previous contracts, we offer the following three questions, which, if agreeable, we believe would enable an insurable contract to be formulated: Section 1.2. Standards. As a design professional, the Contractor's professional liability insurance coverage is tied to an industry accepted standard of care. To ensure contract language is consistent with this standard of care, would COIC be amenable to revising this language as follows upon contract award:</p> <p>Contractor will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance of the Services as COIC deems necessary or appropriate, and (iii) perform the Services to the best of Contractor's ability, consistent with accepted industry standards for Contractor's profession.</p> <p>Section 5.1. Quality of Services. For the same reasons as stated above, would COIC be amenable to revising this language as follows upon contract award:</p> <p>Contractor will perform the Services to the best of Contractor's ability, consistent with accepted industry standards for Contractor's profession, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.</p> <p>Section 5.5. Indemnification. As written, the indemnification language subjects the Contractor to a broad interpretation by triers of fact which could result in uninsurable claims. Additionally, and relative to professional liability claims, the duty to defend must be tied to a finding of liability to be insurable. Would the COIC be amenable to revising this language as follows upon contract award:</p> <p>CONTRACTOR will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, the reimbursement of reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property to the extent caused directly or indirectly by the intentional misconduct, recklessness or negligence of CONTRACTOR and/or CONTRACTOR's Representatives (as defined below), and or/ (iii) CONTRACTOR's failure to pay any tax arising out of or resulting from the performance of the Services. CONTRACTOR's indemnification obligation provided herein will survive the termination of this Agreement. Relative to professional liability claims, CONTRACTOR has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR'S proportionate share as determined by a court of competent jurisdiction.</p>	COIC generally negotiates terms relative to its draft professional service contract with the firm selected as being the most qualified (after the evaluation process is complete).