



**Request for Qualifications # CET 21-8
For
Bend Mobility Hub Project Management**

SOQ SUBMISSION DEADLINE: January 14th 2022

Statements of Qualifications (SOQs) must be submitted via to the following Single Point of Contact no later than the submission deadline.

Single Point of Contact:

Drew Orr, Fiscal Administrator
Central Oregon Intergovernmental Council
dorr@coic.org

INTRODUCTION

Central Oregon Intergovernmental Council (COIC) is seeking written statements of qualifications (SOQs) from firms interested in providing Project Management Services for the acquisition and creation of Bend, Oregon’s first Mobility Hub (“Project”). A Mobility Hub is defined as a place of connectivity where different travel options, such as walking, biking, transit, and shared mobility, come together.

COIC is requesting an experienced firm to serve as both the project manager and construction manager for the site acquisition, design, and construction of the Mobility Hub. Although COIC is the primary decision maker on all major deliverables, the project/construction management firm will guide and advise COIC throughout the process.

SECTION 1 SOLICITATION INFORMATION AND REQUIREMENTS

1.1 HIGHLIGHTED CONTRACT CONDITIONS

- The contract is anticipated to start February 1st 2022, and is expected to be completed by June 30th, 2025. Pending successful negotiations, the selected Offeror shall perform its obligations according to the contract and exhibits thereto.
- The selected Offeror 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.
- Offerors responding to the Request for Qualifications (RFQ) do so solely at their expense. COIC is not responsible for any Offeror expenses associated with the RFQ.
- These services are funded, in part, by the Oregon Department of Transportation.

1.2 STATEMENTS OF QUALIFICATIONS

To be considered for the award, Respondents must submit a Statements of Qualifications in a timely manner and in proper form. Each submittal must include:

- Brief profile of the firm, qualifications related to *this* project's scope, and resumes of the professionals who will work directly on this project.
- Description of the firm's approach and timing to provide the services outlined in the Scope of Services.
- A list and description of any lawsuits filed against the firm during the preceding three years, and any litigation currently pending or threatened in conjunction with the types of services described herein.
- A brief description of the firm's compliance with the General Standards of Offeror Responsibility in Attachment 3.

1. Qualifications and Experience

- a. Understanding of approach: The SOQ shall address the Scope of Work outlined in this document and describe how the Offeror intends to carry out the tasks. A project schedule shall be provided outlining specific tasks to be performed, key milestones, and individuals responsible for each task. The SOQ shall also describe the Offeror's project management techniques and demonstrated ability to ensure that the project is completed within the necessary timeframe.
- b. Technical capacity: The Offeror's shall utilize the latest industry knowledge on mobility hub implementation throughout the life cycle of the project. Offeror's shall provide a narrative summary that shall include specific examples of current or recently completed mobility hub projects. Offeror's should also include lessons learned from previous mobility hub projects and how this experience will contribute to the successful implementation of a mobility hub in the City of Bend.
- c. Key Personnel: Offeror's will include a narrative summary of the overall qualifications of the proposed team and how those skills will be leveraged to complete the mobility hub project, as well as the specific roles and responsibilities will be assigned to each team member. If the Offeror's plans to use any sub-consultants, they should be identified in the narrative with their specific roles outlined. Additionally, the Offeror's should include a brief resume or similar description for the key staff members who will be assigned to this project, including their specific contributions to past similar projects.

2. Client References

Please provide three (3) references directly related to this Scope of Work. Provide the name, address, e-mail, and telephone number for each reference, along with the date of the referenced project. COIC reserves the right to contact these references.

3. Client Listing

Please provide a list of your firm's current clients for whom relevant services have been performed. COIC reserves the right to contact these current clients.

4. Required Forms

Respondent's Cover Sheet (Attachment 1) and Non-Collusion Form (Attachment 2) must be signed and included with the Statement of Qualifications. Failure to include these two documents signed by a qualified firm representative will disqualify the Offeror's and the response will not be considered.

1.3 QUESTIONS, CLARIFICATIONS AND CHANGES

1.3.1 OFFEROR QUESTIONS

All inquiries, whether relating to the RFQ process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing via e-mail to the Single Point of Contact for this RFQ identified on page 1. **Failing to follow the foregoing requirements regarding the Single Point of Contact for inquiries may result in SOQ rejection by COIC.** All questions must be received not later than 5 business days prior to the RFQ submission deadline.

1.3.2 CLARIFICATION AND CHANGES VIA ADDENDA

Answers to questions COIC receives and that COIC, in its sole discretion, determines are substantive and provide new information, will be issued as official Addenda to this RFQ. When appropriate, as determined by COIC in its sole discretion, revisions, substitutions, or clarifications of the RFQ will be issued as Addenda to this RFQ. Changes or modifications to this RFQ will be binding on COIC only if in the form of written Addenda issued by the COIC. COIC will provide any Addenda to all firms who have received this RFQ.

1.3.3 CANCELATION

COIC reserves the right to cancel this RFQ at any time without liability prior to execution of a contract by COIC.

1.4 PUBLIC RECORDS SUBMISSION NOTICE

All SOQs submitted in response to this RFQ shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that SOQs and all documents submitted in response to this RFQ are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your SOQ which 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 SOQs. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. **Identifying the SOQ in whole as exempt from disclosure is not acceptable.** If Offeror fails to identify the portions of the SOQ that Offeror claims are exempt from disclosure and the authority used to substantiate that claim, Offeror is deemed to waive any future claim for non-disclosure of that information.

1.5 PROHIBITED CONTACT

Offerors are cautioned that until submission of their SOQ, they may have contact with only those COIC representatives, agents, or personnel designated in writing within this SOQ. Discussions or communications in any capacity with COIC Managers, COIC employees, COIC's current Contractors, or members of the COIC Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Offeror from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.6 SOQ SUBMISSION REQUIREMENTS ("PASS/FAIL" ITEMS)

Items in this Section marked as “**PASS/FAIL**” that are incomplete (except for minor informalities as determined solely by COIC), not submitted by RFQ due date and time, or are otherwise not in substantial conformance with the requirement, will be rejected as non-responsive. SOQs must comply with ALL requirements marked as “**PASS/FAIL**” to be considered for further evaluation.

1.6.1 SOQ COVER SHEET (PASS/FAIL)

The SOQ must include a completed, signed SOQ Cover Sheet using the form provided, Attachment 1.

1.6.2 SOQ SUBMISSION DEADLINE (PASS/FAIL)

COIC will not accept SOQs submitted after the RFQ submission deadline indicated in this SOQ. **SOQ must be received via email to the address on or before the due date and time indicated on page 1.** Any submission or part thereof received after the designated time will not be considered.

1.6.3 DELIVERY ADDRESS (PASS/FAIL)

Submittals must be delivered to the email address specified on Page 1. In the submittal e-mail, Offerors may request an e-mail confirmation that the submittal was received by COIC.

1.6.4 ACCEPTANCE OF TERMS AND CONDITIONS (PASS/FAIL)

Unless otherwise provided in this RFQ, by submitting a RFQ, each Offeror agrees to be bound by and comply with the terms and conditions of the attached PSA, as amended. Any SOQ that is conditioned on COIC’s acceptance of terms and conditions other than those set forth in the attached PSA and the requirements specified in this RFQ (as they may be revised by an addendum to this RFQ) will be rejected as non-responsive.

SECTION 2 SOQ EVALUATION & SELECTION

2.1 EVALUATION PROCESS

2.1.1 EVALUATION

COIC Staff will evaluate SOQs in accordance with the Pass/Fail criteria identified in Section 1.6. SOQs meeting those criteria will be forwarded to an evaluation committee of at least 3 members that will independently review, score and rank SOQs according to the Scoring Criteria set forth in Section 2.2.

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

- (a) Notice to Offeror(s) of COIC’s intent to negotiate a contract with the Offeror selected as most qualified;
- (b) Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- (c) Cancellation of the RFQ and either re-issuance of the RFQ in the same or revised form or no further action by COIC with respect to the RFQ.

COIC reserves the right to reject any or all SOQs and reserves the right to cancel this RFQ at any time if doing either would be in the public interest as determined by COIC. COIC is not liable for any costs an Offeror incurs while preparing or presenting the SOQ or during further evaluation stages. All unreturned SOQs will become property of COIC and part of the public file without obligation to COIC.

2.1.2 COIC QUESTIONS

COIC may require any clarification it needs to understand the Offeror’s SOQ. Any necessary clarifications or modifications which are in the best interest of the COIC may be made before the Offeror is awarded a

contract, and some or all of the clarifications or modifications may become part of the final contract.

2.1.3 METHOD OF AWARD

The total scores and selection for tentative contract assignment will be determined as follows:

- Total SOQ Score = Total of all evaluator scores for a given SOQ, divided by the number of evaluators.

COIC will negotiate the payment amount and methodology with the top ranked Offeror (based on Final Scores). If negotiations are not successful, COIC may terminate negotiations with the top ranked Offeror and may begin negotiations with the next highest ranked Offeror and so on, until successful negotiations are completed or COIC determines that cancellation of this RFQ is in the best interest of the State.

2.2 SCORING CRITERIA

SOQ scoring will be based on the criteria stated in the subsections below. Within the SOQ, the Offeror must describe how Offeror meets the requirements that are specified in this RFQ as related to the scoring criteria below. Be clear and concise.

	<u>Evaluation & Scoring Criteria</u>	Max Points
2.2.1	The firm’s demonstrated qualifications, technical expertise, and working knowledge to deliver quality performance of the scope of work	50
2.2.2	The firm’s ability to assign appropriate staff members and/or sub-contractors to each of the tasks listed within the scope of work.	25
2.2.3	The firm’s ability to appropriately manage the project management budget, the activity-specific budget, as well as the various grant sources associated with this effort.	25

SOQ Score Summary	
Total Maximum Points for SOQ	100

2.3 AWARD REQUIREMENTS

2.3.1 COST DATA

Following development of the Statement of Work, the selected Offeror shall submit a price SOQ with cost information broken down in a manner as indicated in Schedule 1.1 of the attached draft PSA.

SECTION 3 PROJECT DESCRIPTION

3.1 PROJECT BACKGROUND AND DESCRIPTION STATEMENT

As shown in the draft professional services agreement (PSA), Exhibit A of this document, COIC is developing the first mobility hub facility in Bend, Oregon. Mobility hubs are sites of connectivity that integrate first-and-last mile travel options such as walking, biking, transit, and shared mobility. As Central Oregon grows, a mobility hub model offers the flexibility and connectivity to respond to community transportation needs. The overall effort for this project will require project management, community networking, site selection, purchase of the site, architectural/engineering design and construction of the facility, and other related services with an

understanding of current funding available for each of these tasks and the timeline for each funding source. In addition to these large milestones, the CONTRACTOR's ability to manage and communicate budget (and budget changes) to COIC is paramount to the success of this Project.

3.2 TASKS, DELIVERABLES and SCHEDULE

The tasks to complete and the required deliverables are described with Section 1.1 of the attached PSA. The schedule for these items shall be negotiated, and described within Section 1.3 of the PSA.

EXHIBIT A
Draft Professional Services Agreement (PSA)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”), and <<CONTRACTOR >>. a <<entity type>> is entered into this <<day>> of <<month>>, 20<<y>> and made effective <<date>> (the “Effective Date”).

RECITAL:

By the execution of this Agreement, CONTRACTOR agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, CONTRACTOR will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by CONTRACTOR in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the “Services”).

1.2 Standards. 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 appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1 and (iii) perform the Services to the best of Contractor’s ability.

1.3 Schedule of Services. CONTRACTOR will perform the Services in accordance with the schedule described in Schedule 1.2. CONTRACTOR’s timely performance of each and every CONTRACTOR obligation under this Agreement, including, without limitation, CONTRACTOR’s performance of the Services, is of the essence.

1.4 Term of Contract. Unless terminated sooner under the provisions of this contract, the contract shall be through <<date>>.

2. COMPENSATION

2.1 Compensation. COIC will pay CONTRACTOR up to a maximum of \$<<amount>> in accordance with the compensation schedule set forth in Schedule 2.1.

2.2 No Benefits. COIC will not provide any benefits to CONTRACTOR, and CONTRACTOR will be solely responsible for obtaining CONTRACTOR’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by CONTRACTOR and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.

3. RELATIONSHIP

3.1 Independent Contractor. CONTRACTOR is an independent CONTRACTOR of COIC.

CONTRACTOR is not an employee of COIC. CONTRACTOR will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

3.2 Taxes. COIC will not withhold any taxes from any payments made to CONTRACTOR, and CONTRACTOR will be solely responsible for paying all taxes arising out of or resulting from CONTRACTOR's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. CONTRACTOR will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between COIC and CONTRACTOR and does not establish a joint venture or partnership between COIC and CONTRACTOR. CONTRACTOR does not have the authority to bind COIC or represent to any person that CONTRACTOR is an agent of COIC.

3.5 Oregon Department of Transportation Funds. These services are funded, in part, by the Oregon Department of Transportation. This contract is subject to all applicable provisions within this Award.

3.6 Oregon Public Contract Provisions. This contract is subject to the Oregon Public Contract Provisions in Exhibit C. These provisions are updated periodically and new applicable provisions shall be applied.

3.7 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 2.1, and this Agreement without Exhibits, Exhibit A, and Exhibit B.

4. REPRESENTATIONS AND WARRANTIES

In addition to any other CONTRACTOR representation or warranty made in this Agreement, CONTRACTOR represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. CONTRACTOR is duly organized, validly existing, and in good standing under applicable Oregon law. CONTRACTOR has full power and authority to sign and deliver this Agreement and to perform all of CONTRACTOR's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by CONTRACTOR and the performance by CONTRACTOR of all of CONTRACTOR's obligations under this Agreement will not (i) breach any agreement to which CONTRACTOR is a party, or give any person the right to accelerate any obligation of CONTRACTOR, (ii) violate any law, judgment, or order to which CONTRACTOR is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to CONTRACTOR's execution of this Agreement, CONTRACTOR obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by CONTRACTOR under this Agreement, CONTRACTOR covenants to COIC as follows:

5.1 Quality of Services. CONTRACTOR will perform the Services to the best of CONTRACTOR's ability, 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.

5.2 Insurance. CONTRACTOR will refer to Exhibit B, attached and incorporated herein, for insurance specifications.

5.3 Workers' Compensation Insurance. CONTRACTOR will comply with Workers' Compensation Insurance referenced in Exhibit B.

5.4 Compliance With Laws. CONTRACTOR will comply with any and all applicable federal state, and local laws, regulations, and ordinances. CONTRACTOR will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct CONTRACTOR's business and perform the Services.

5.5 Indemnification. 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, 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 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.

CONTRACTOR shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally wrongful acts or omissions of the CONTRACTOR, or any of its officers, agents, employees, or subcontractors ("Claims").

Neither CONTRACTOR, nor subcontractor(s), nor any attorney engaged by CONTRACTOR or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any party is prohibited from defending State or that any party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against CONTRACTOR if State elects to assume its own defense.

5.6 Assignment of Studies and Reports. CONTRACTOR will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to COIC upon the earlier of COIC's request or the completion of the Services. CONTRACTOR's work will be made available in paper and electronic format. All copies of the materials provided to COIC will become the property of COIC who may use them

without CONTRACTOR's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. CONTRACTOR will defend all suits or claims for infringement of patent, trademark, or copyright for which CONTRACTOR is responsible (including any claims which may be brought against COIC), and CONTRACTOR will be liable to COIC for all losses arising there from, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. CONTRACTOR will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of six years after the termination of this Agreement. CONTRACTOR's records will be maintained in accordance with sound accounting practices. CONTRACTOR's records concerning the Services, including, without limitation, CONTRACTOR's time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request.

6. WARRANTY

CONTRACTOR warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the CONTRACTOR and by mutual agreement between the Parties, the CONTRACTOR, without additional compensation, will correct those services not meeting such a standard.

7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that CONTRACTOR creates for or on behalf of COIC during the term of this Agreement.

7.2 Assignment. CONTRACTOR assigns to COIC CONTRACTOR's entire interest in and to the Creative Work, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work.

7.3 Moral Rights. CONTRACTOR assigns to COIC any moral rights that CONTRACTOR may have in the Creative Work and waives any right to assert any moral rights in any portion of the Creative Work.

7.4 Perfection. At the request and expense of COIC, CONTRACTOR will sign such documents and take such actions that COIC deems necessary or appropriate to perfect, protect, and evidence COIC's rights in the Creative Work.

7.5 Indemnification. 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, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. CONTRACTOR's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, CONTRACTOR will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to

any person without COIC's prior written consent, except that CONTRACTOR may (i) use Confidential Information to perform CONTRACTOR's duties as an independent CONTRACTOR of COIC, (ii) disclose Confidential Information on a need-to-know basis to CONTRACTOR's Representatives who are informed by CONTRACTOR of the confidential nature of the Confidential Information and the obligations of CONTRACTOR under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if CONTRACTOR promptly notifies COIC of the order and complies with any applicable protective or similar order. CONTRACTOR will cause CONTRACTOR's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "CONTRACTOR's Representatives" means CONTRACTOR's directors, officers, managers, members, shareholders, employees, Contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

8.2 Notification and Assistance. CONTRACTOR will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any CONTRACTOR breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by CONTRACTOR and/or CONTRACTOR's Representatives without COIC's specific prior written authorization, and (iii) exert CONTRACTOR's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, CONTRACTOR will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by CONTRACTOR, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to CONTRACTOR or any other person.

8.3 Equitable Relief. CONTRACTOR acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by CONTRACTOR will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or specifically to enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by CONTRACTOR, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

9. TERMINATION

9.1 Termination by Mutual Agreement or COIC's Prior Notice. This Agreement may be terminated at any time by the mutual written consent of COIC and CONTRACTOR. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to CONTRACTOR.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the

contrary, COIC may terminate this Agreement immediately upon notice to CONTRACTOR upon the happening of any of the following events: (i) CONTRACTOR engages in any form of dishonesty or conduct involving moral turpitude related to CONTRACTOR's independent CONTRACTOR relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) CONTRACTOR fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with CONTRACTOR's performance of the Services due to CONTRACTOR's breach of its obligations under this Agreement; and/or (iv) CONTRACTOR breaches or otherwise fails to perform any CONTRACTOR representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay CONTRACTOR for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), CONTRACTOR will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against CONTRACTOR. COIC will pay CONTRACTOR for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from CONTRACTOR to COIC.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:
Central Oregon Intergovernmental Council
Attn: Andrea Breault
334 NE Hawthorne Avenue
Bend, Oregon 97701
Facsimile No.:541-923-3416
contracts@coic.org

To CONTRACTOR:

Facsimile No.:
<<email>>

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and CONTRACTOR. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. CONTRACTOR has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. CONTRACTOR will not assign any of CONTRACTOR's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on CONTRACTOR's assignment of any of CONTRACTOR's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, CONTRACTOR will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and CONTRACTOR will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular

or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Quantity of Work throughout Contract. The quantities specified in this contract are estimates only. COIC retains the right to revise quantities of hours, and thereby the contract amount as business needs change subject to an equitable adjustment in scope, fee, and schedule. COIC shall give the CONTRACTOR 30-day notice of any such change.

10.14 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

COIC:

Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

CONTRACTOR:

a <<entity type>>

Signature _____

Signature _____

By: Tammy Baney
Its: Executive Director

By: _____
Its: _____

SCHEDULE 1.1
Description of Services
(Scope of Work)

Overview

The Scope of Work outlined in the following tasks and subtasks represent anticipated responsibilities of the CONTRACTOR. COIC anticipates that these tasks will be further refined during final scope negotiations and that the scope is likely to evolve as the project progresses. The CONTRACTOR is invited to propose modifications to these tasks and to exercise creativity in responding to the project's needs. Modifications that improve the effectiveness of this project effort, while containing costs, are encouraged.

Task 1: Project Management (on-going)

Task 1: Estimated Completion Date: 6/30/2025

CONTRACTOR Responsibilities

Task 1 focuses on the oversight and administrative requirements to support the development of the Bend Mobility Hub. Specific deliverables include: (a) Project Management Plan, (b) Activity-Based Budget for associated tasks and deliverables, and (c) General Communication Protocol.

- (a) The **Project Management Plan (PMP)** is the guiding management document for COIC's Bend Mobility Hub Project. The PMP will establish organizational procedures to be used by the project team during project development and will be updated regularly as needed to take the project from site selection through design, construction and implementation. The procedures will provide a clear trail of activity, while assisting in the monitoring and controlling the project budget, schedule, and quality. The PMP is an evolving document and will initially have many unfinished sections to be completed or updated throughout project development, engineering, and construction, through closeout of the planned capital grants for the project.
- (b) The **Activity-Based Budget** will provide COIC with realistic cost estimates for the following items: site analysis, architecture and engineering, land purchase, construction of the base facility, mobility hub amenities, project management costs (including travel/lodging), and associated contingency costs. The project management team will alert COIC if and/or when costs of one the elements described above appears to exceed the planned cost by more than 10% over the budget. If this occurs, the CONTRACTOR will furnish COIC suggestions for ways to keep within the overall budget, or barring that, minimize the total costs.
- (c) The **General Communication Protocol** will outline the monthly meeting schedule with COIC staff via conference call to review project progress. The CONTRACTOR will prepare all agendas, minutes, action item lists, and other materials for these meetings, and is responsible for emailing written materials to all project team members prior to the meeting. The communication protocol will also determine a delivery schedule for the three (3) progress reports delivered to COIC each year that include the estimated percentage of work completed and budget expended per task, existing and anticipated issues/challenges that may affect the budget, schedule or work products, an update of the project schedule with milestones, deliverables, and interdependent project elements.

In conjunction with these concrete deliverables, the CONTRACTOR must have the ability to be flexible and readjust strategies based on the changing needs of the project that may not be explicitly included in the Scope of Work.

Task 1: Deliverables

- Project Management Plan (including budget/schedule/deliverable by task and associated funding source)
- Activity-Based Budget Proposal
- General Communication Protocol
- Monthly communication with COIC (roughly 12 meetings per year for 3½ years)
- Three (3) progress reports per year, which must include budget status, milestones met and upcoming milestones.

Task 2: Public Involvement (on-going)

Task 2: Estimated Completion Date: 6/30/2025

CONTRACTOR Responsibilities

CONTRACTOR will provide a 30-minute project update to CET’s Regional Public Transportation Advisory Committee (RPTAC) three (3) times per year over duration of contract. Scheduling and management of this meeting is performed by COIC.

COIC Responsibilities

COIC will be responsible for communicating project progress through partner presentations, website project page, newsletters, and social media outreach.

Task 2: Deliverables

- Ten (10) 30-minute presentations to CET’s RPTAC
- Four (4) 30-minute presentations to the COIC Board

Task 3: Site Evaluation and Planning

Task 3: Estimated Completion Date: 12/31/2022

CONTRACTOR Responsibilities

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. CONTRACTOR will review existing studies, plans, and data, including CET’s 2040 Transit Master Plan and Bend’s 2040 Transportation System Plan, to ensure that the potential mobility hub sites align with the community vision for transit. CONTRACTOR will meet with City staff, key stakeholders, potential developers, and land owners, as well as conduct site visits to evaluate potential locations for mobility hub development.

The CONTRACTOR will evaluate the potential mobility hub locations based on the following elements:

- Availability, price, and location of plot
- Feasibility of construction based on topography (may include, but not limited to information about contamination, slope, soils, hydrology, vegetation, orientation)
- Potential connectivity with CET’s existing transportation system
- Environmental impact
- Location improves accessibility of disadvantaged populations
- Existing road and pedestrian infrastructure
- Traffic patterns near the site
- Connection to public facilities and utilities, including water, sewer, and power lines
- Adherence to related laws, regulation, codes, and policies

CONTRACTOR will develop site plans for the primary and secondary sites identified in the Mobility Hub Site Analysis, which may include the following elements:

- Organization of land use zoning, access, circulation, privacy, security, shelter, land drainage
- Arrangement of structures, property lines and setbacks, easements, roadways and surrounding streets, construction limits and laydown areas, utilities, parking, driveways/egress, landscape elements, topography, water features, fire hydrants, and vegetation
- Project's potential impact to the stakeholders involved

CONTRACTOR will communicate any disputes or issues regarding site selection to COIC's Executive Director and CET's Transportation Director.

COIC Responsibilities

COIC will be responsible for review and approval of site plans. Additionally, COIC will respond to any disputes or issues that may arise during the site selection process.

Task 3: Deliverables

- Mobility Hub Site Analysis
- Site plan for two (2) sites

Task 4: Land Purchase

Task 4: Estimated Completion Date: 06/01/2023

CONTRACTOR Responsibilities

CONTRACTOR is responsible for facilitating COIC's purchase of land for the Bend Mobility Hub. COIC will select the site. CONTRACTOR shall select and work with a local industrial realtor to provide COIC with the best option within the time period that meets the grantor's milestone date. CONTRACTOR will provide authorized COIC Staff a 3-8 page written summary of the properties that best fit the goals set forth in CET's 2040 Transit Master Plan and Bend's 2040 Transportation System Plan and meet the project budget constraints, including price and availability within Bend. Through the realtor, the CONTRACTOR shall negotiate with the land owner of the selected site and present COIC Staff with a formal offer sheet to approve. CONTRACTOR may assist with providing/recording documents as required to complete the transaction. Coordination with existing and current developers in the City of Bend is encouraged. Confidentiality, by both the CONTRACTOR and the realtor, will be critical while completing this task.

Task 5: Subcontract or In-House Engineering and Design

Task 5: Estimated Completion Date: 12/31/2023

CONTRACTOR can either perform architecture/engineering work in-house or subcontract out this task. This task can begin during negotiations of the land purpose outlined in Task 4.

Architecture/engineering work will involve the following:

- Alert COIC of all potential permits needed to begin Task 4, as well as any permits required during Task 4
- Prepare topographical base maps, site plans, construction drawings and bid documents
- Site design at 30% and 95% completion

Task 5a: Topographical Survey and 30% Design

Topographical survey and 30% design based on the broad conceptual design provided by COIC showing project requirements and a general layout of facilities required.

Topographic surveys will include all features, both man-made and natural, within the project area that impacts the design and construction. The surveys will include all field data required for preparing an accurate civil base plan for the project with contours (1-foot and 5-foot minor and major, respectively); all existing utilities,

including, but not limited to, overhead wires with poles and anchors with ground clearances; surrounding culture such as business signs, retaining walls, landscaping and trees (including tree species), driveways, mailboxes, fences, and irrigation infrastructure; existing roadway features including pavement lanes, bike lanes, sidewalks and street signs.

CONTRACTOR will call the Utility Notification Center and request a field locate to for utilities. After utility locates are complete, all utilities (underground and overhead) will then be field surveyed, verified with the utility and shown on the plan. If necessary, the locations will be identified as approximate and noted as shown for information purposes only.

Survey work also include the location and/or establishment of sufficient control points, which can be accurately located in the field. The control points established will be permanent in nature. Survey maps may assume a local datum.

30% design will include a horizontal representation of proposed facilities drawn to scale. Conflicts and proposed design solutions to said conflicts will be identified. The limits of proposed improvements will be clearly identified.

Task 5a: Deliverables

- Topographical survey and 30% project design
- Draft bid schedule
- Draft bid special specifications and special provisions
- Engineer's estimate of construction costs

Task 5b: 95% Complete Design Submittal

CONTRACTOR will review and respond to any comments provided as a result of the 30% review. CONTRACTOR will participate in design review meeting to discuss response to 30% comments and incorporation of changes. 95% drawings will incorporate comments and changes as a result of 30% design review meeting. This submittal of 95% drawings are to be essentially complete, and suitable for City of Bend and review processes. The technical documents will include a unit price bid format breakdown and division of specifications. The technical documents shall also include a one-page summary of permits either the owner or construction CONTRACTOR should anticipate needing to acquire to complete the construction.

Task 5b: Deliverables

- 95% project design
- Complete final draft of bid schedule
- Complete final draft of special specifications and special provisions
- Engineer's estimate of construction costs

Task 5c: Final Design Submittal

CONTRACTOR will review and respond to staff comment provided as a result of the 95% review. Final drawings and bid package will incorporate comments and changes as a result of 95% comments and final review meeting with Project Engineer. The Engineer of Record will place their professional seal upon the technical sections (bid schedule, special specifications, and special provisions) of the final bid document prepared by COIC. CONTRACTOR shall attend COIC's pre-bid meeting with prospective Bidders. CONTRACTOR shall provide COIC Staff answers to questions relating to the drawings posed by prospective Bidders during the solicitation process.

Task 5c: Deliverables

- Final design submittals will include 22” x 34” drawings (stamped and signed by Oregon Professional Engineer, PE)
- Electronic copies of final design drawings (sealed by PE)
- Final schedule of bid items
- Final set of special specifications and special provisions
- Final engineer estimate of construction costs

Task 6: Oversight of Construction

Task 6: Estimated Completion Date: 6/30/2025

CONTRACTOR will aid in the bidding and selection of firm. Firms considered must have a Construction Contractor’s Board License. COIC will be responsible for monitoring labor standards.

CONTRACTOR Responsibilities

- Creating a Project Timeline to guide the life cycle of the construction project
- Meeting with lead architect and construction contractor on a bi-weekly basis to track project progress and notify COIC if major changes occur
- Identifying and recommending changes that could save time, money and/or improve project quality
- Managing the project budget and schedule throughout the construction process
- Securing all necessary permits on behalf of COIC
- Providing on-site observation and monitoring to ensure the technical conduct and progress of construction
- Maintaining all project files and records (i.e. contracts, permits, drawings, specifications)
- Ensuring mobility hub amenities reflect community input
- Coordinating Sub-Contractors, if applicable
- Developing a Project Quality Assurance Plan (i.e. testing, inspection program, etc.)

COIC Responsibilities

- Approving all Request of Changes above \$5,000.00
- Handling significant disputes that may arise during construction process

Task 6: Deliverables

- Project Timeline
- Project Quality Assurance Plan

SCHEDULE 1.2
Schedule of Services

Task 1 Project Management
Estimated Completion Date: 6/30/2025
\$ _____

Task 2 Public Involvement
Estimated Completion Date: 6/30/2025
\$ _____

Task 3 Site Evaluation and Planning
Estimated Completion Date: 12/31/2022
\$ _____

Task 4 Land Purchase
Estimated Completion Date: 06/30/2023
\$ _____

Task 5 Engineering and Design
Estimated Completion Date: 12/31/2023
\$ _____

Task 6 Oversight of Construction
Estimated Completion Date: 06/30/2025
\$ _____

SCHEDULE 2.1
Compensation Schedule

COIC will pay CONTRACTOR in accordance with the following compensation schedule:

1. Compensation

A. Invoice for Completion of Defined Tasks

CONTRACTOR's performance of the Services will be billed monthly on a percentage-complete basis that is proportionally completed to the satisfaction of the Transportation Director. Each invoice shall contain the following information: (i) a summary of the tasks defined in Schedule 1.1 completed by CONTRACTOR; (ii) any associated deliverable(s) required by the scope of work, (iii) any other information reasonably requested by COIC. COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. COIC's payment will be accepted by CONTRACTOR as full compensation for performing the Services to which the applicable invoice relates.

EXHIBIT B

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 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.

Attachment 1

Statement of Qualifications Cover Sheet

RFQ # CET 21-8

Central Oregon Intergovernmental Council

Project

Name: _____

Name of Firm: _____
Type name of primary contact for this SOQ _____
Email address _____
Telephone _____ Fax _____

By signature below, the undersigned Authorized Representative hereby certifies on behalf of Offeror that:

1. s/he has received copies of all addenda to this Solicitation;
2. all contents of the SOQ, and this SOQ Cover Sheet, are truthful and accurate;
3. Offeror has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055;
4. Offeror accepts all the terms and conditions contained in the RFQ, and the referenced PSA; and

_____ Date _____
Authorized Signature

(Print Name and Title) _____

Attachment 2

**NON-COLLUSION AFFIDAVIT FOR OFFEROR
STATE OF OREGON, COUNTY OF DESCHUTES**

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as Contractor.
2. That he/she is fully informed regarding the preparation and contents of this SOQ for certain work for COIC.
3. That his/her SOQ is genuine, and is not collusive or a sham SOQ.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham SOQ in connection with such contract, or to refrain to submitting a SOQ in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Offeror, firm, or person to fix the price or prices in said SOQ, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against COIC, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the SOQ are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at _____, _____

Signed: _____

Title: _____

Attachment 3

General Standards of Offeror Responsibility

To be determined responsible, a prospective Contractor must meet all of the following requirements:

- Financial resources adequate to perform the contract, or the ability to obtain them;
- Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments;
- A satisfactory performance record;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulations;
- The necessary production, construction and technical equipment and facilities, or the ability to obtain them;
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.