



**CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL
REQUEST FOR PROPOSALS (RFP)
FOR
Transit Bus Shelters
RFP Number: COIC 22-4**

Release Date: August 31, 2022

Non-Mandatory Pre-Proposal Conference: September 14, 2022, 11:00 am

Deadline for Requests for changes/clarification: October 10, 2022

Date & Time Proposals are Due: November 3, 2022 @ 4:00 PM

Anticipated Contract Execution: November 23, 2022

**Central Oregon Intergovernmental Council
1250 NE Bear Creek Road
Bend, Oregon 97701**

PROPOSER Name & Address:

PROPOSERS WILL STATE FIRM’S FEDERAL ID# _____

DESCRIPTION OF WORK:

The Central Oregon Intergovernmental Council, hereinafter referred to as “COIC”, intends to purchase a variety of public transit bus shelters and amenities described within the enclosed Technical Specifications, over the next three years. The funding for this project shall come from a variety of sources including funds from both the State of Oregon and the Federal Transit Administration.

COIC BACKGROUND:

COIC, a Council of Governments organized under ORS 190, provides transportation services, under the name Cascades East Transit, to the counties of Crook, Deschutes, and Jefferson, the cities of Bend, Culver, La Pine, Madras, Metolius, Prineville, Redmond, and Sisters, as well as the Confederated Tribes of Warm Springs.

PROPOSAL VALIDITY PERIOD: Sixty (60) days after the closing date.

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EXHIBITS

Exhibit A	Price Proposal Form
Exhibit B	Form for Proposal Deviation
Exhibit C	Buy America Certification
Exhibit D	Federal Regulations and Required Third-Party Clauses
Exhibit E	Affidavit of Non-Collusion/Conflict of Interest
Exhibit F	Debarment and Suspension Certification
Exhibit G	Certification Form for Restrictions on Lobbying
Exhibit H	Certification Form for DBE/EEO Compliance
Exhibit I	Insurance Requirements
Exhibit J	Addendum Receipt
Exhibit K	Proposal Submission Checklist
Exhibit L	Formal Offer Signature Sheet
Exhibit M	General Standards of Proposer Responsibility
Exhibit N	Oregon State Public Contract Terms and Conditions

ATTACHMENTS

Section 1 - PROPOSAL REQUIREMENTS AND CONDITIONS

- 1.1 Proposals will be accepted until 4:00 p.m. local time (all times referenced herein are Bend, OR time), November 3, 2022. Proposals received after the time and date specified in the RFP will not be accepted for consideration. Proposals may be emailed to dorr@coic.org. Sealed proposals marked “Transit Bus Shelters RFP CET 22-4” may be delivered (via hand, USPS, or carrier) to the address below if the Offeror prefers:

COIC
Attn: Transportation Fiscal Administrator
1250 NE Bear Creek Road
Bend, OR 97701

Proposals will not be publicly opened.

- 1.2 COIC reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals, shall be made by an addendum to the RFP, which shall be made available to all firms that have registered for this RFP via the contact information provided in Section 1.3. Following receipt of proposals, any changes to COIC's RFP will be conveyed in writing by COIC to those Proposers determined to be in the competitive range.
- 1.3 Proposers may submit questions, request clarification, requests for equal substitutions, or request a change to the RFP by October 10, 2022, via email to dorr@coic.org. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. COIC may decline to respond to questions or change requests received after October 10, 2022.
- 1.4 COIC shall evaluate any question or request submitted but reserves the right to determine whether to respond or accept the requested change. Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the Transportation Fiscal Administrator.
- 1.5 Proposers are cautioned that until submission of their proposal, they may have contact with only those COIC representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with COIC Managers, COIC employees, its CONTRACTOR'S, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.
- 1.6 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, 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, all materials submitted with regard to this RFP become the property of COIC and may be returned only at COIC's option.
- 1.7 Paragraph headings and other titles used in this solicitation are for convenience only and are not to be used for interpretation.
- 1.8 COIC reserves the right to analyze, examine and interpret any proposal for a period of no more than sixty (60) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a sixty (60) day acceptance period.
- 1.9 A proposal is late if COIC receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by COIC when COIC's Transportation Fiscal Administrator has

received the email. Delays due to technical issues, including but not limited to COIC's internal email handling, will not excuse late delivery of a proposal.

- 1.10 A Proposer may submit more than one proposal. Each proposal must be submitted separately, and each shall be complete in all respects. COIC will evaluate each area of each proposal without reference to other proposals submitted by the same Proposer. If more than one proposal falls within the competitive range, COIC may negotiate with the Proposer regarding all of them simultaneously.
- 1.11 COIC reserves the right to award portions of this procurement opportunity to separate offerors if it is in its interest to do so.
- 1.12 COIC reserves the right to cancel this RFP at any time without liability prior to execution of a contract.
- 1.13 COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.
- 1.14 Proposer shall promptly notify the COIC Transportation Fiscal Administrator in the manner described in Section 1.3 of any ambiguity, inconsistency, or error, discovered upon examination of this solicitation.
- 1.15 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not expected. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary.
- 1.16 COIC shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing, i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.
- 1.17 This contract is funded in part by a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This procurement and contract are subject to all applicable federal laws and regulations relating to, and third-party contract provisions prescribed by, that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit D, which is attached to and made a part of this contract.
- 1.18 This contract is funded in part by the Deschutes County Statewide Transportation Improvement Fund (STIF) Plan. This procurement and resulting contract are subject to COIC's STIF service provider agreement with Deschutes County, all applicable STIF adopted rules (OAR 732-040 and OAR 732-042), and associated guidance from the Oregon Department of Transportation, Public Transportation Department, and all applicable state laws and regulations relating to this STIF Plan, including, but not necessarily limited to, the provisions in Exhibit N, which is attached to and made a part of this contract. Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732.
- 1.19 Prior to award of any contract as a result of this solicitation, COIC, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the CONTRACTOR'S ability to accurately accumulate and bill program costs under any resulting contract. COIC shall be responsible for only its own costs associated with the pre-award accounting system review. The CONTRACTOR, by submission of a proposal, agrees to assist COIC or its designated representative(s) in performing the pre-award accounting system review.
- 1.20 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon Transportation Fiscal Administrator's approval, which is comparably equal to or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.

- 1.21 Proposer may seek administrative remedies under COIC Procurement Protest Procedures. These are provided at <https://www.coic.org/open-procurements/>.
- 1.22 By submitting their proposals, Proposers certify that they have all requisite authority and skill to perform the work.
- 1.23 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
1. Preparing its proposal in response to the RFP.
 2. Submitting the proposal to COIC.
 3. Negotiating any matter related to this proposal with COIC.
 4. Proposer staff time involved in pre-award accounting system review; or,
 5. Any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.
- 1.24 A non-mandatory pre-proposal conference will be held on September 14, 2022, 11:00 am PT, via a Teams video meeting. All interested parties are encouraged to participate. To attend the pre-proposal conference, interested parties should either submit a request for the meeting link via email to dorr@coic.org no later than September 13, 2022, at 1:00 pm, or click on the link that will be provided no later than September 13, 2022, on the COIC procurement webpage, <https://www.coic.org/open-procurements/>. Proposers are encouraged to submit questions in writing to dorr@coic.org prior to the conference. The purpose of the Pre-Proposal Conference is to answer questions and provide clarification regarding the RFP and to help ensure COIC's receipt of thorough responses to the RFP that are prepared using the same base assumptions. A record of attendance will be conducted. COIC intends to provide addenda to the RFP to those firms who have either attended in the pre-proposal conference or registered for this procurement by simply emailing interest in the solicitation to the Transportation Fiscal Administrator at dorr@coic.org.
- 1.25 The responsibility for submission of the proposal to COIC on or before November 3, 2022, 4:00 pm will be solely and strictly the responsibility of the proposer. COIC will in no way be responsible for any delivery-related delays.
- 1.26 The following schedule is provided for informational purposes only and is subject to change:
- | | |
|----------------------------------------------|-------------------------------|
| RFP Released | August 31, 2022 |
| Non-Mandatory Pre-Proposal Conference | September 14, 2022 @ 11:00 AM |
| Cut-off for Questions, Request for Changes | October 10, 2022 |
| Answer to Questions and Requests as Addendum | October 13, 2022 |
| Proposals Due | November 3, 2022 @ 4:00 PM |
| Proposal Evaluations | November 7, 2022 |
| Notice of Intent to Award | November 15, 2022 |
| Anticipated Contract Execution | November 23, 2022 |
- 1.27 Ownership of Proposals: All proposals shall become the sole property of COIC and will not be returned.
- 1.28 It is the responsibility of the Proposer to review the RFP documents carefully to determine the applicability and cost for any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful bidder/proposer as part of the performance of this contract or option of this contract. The Offeror is responsible for ascertaining and paying the taxes when due. The total proposed price shall include compensation for all taxes the Offeror is required to pay by laws in effect on the Proposal Due Date.

Section 2 - PROPOSAL EVALUATION AND AWARD

- 2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the Proposer.
- 2.1.1 Proposers are cautioned not to minimize the importance of an adequate response in any area.
- 2.1.2 Technical proposal documents shall be sectionalized with titles matching the evaluation criteria categories described in Section 2.3.
- 2.2 COIC will consider all of the Proposer's materials to determine whether the Proposer's proposal complies with the terms and conditions set forth in this RFP. Proposers must submit all required information in the manner described, unless otherwise waived by COIC in writing, in order for the Proposal to be considered responsive. **Any exceptions, conditions, substitutions of equals, reservations, or understandings that are explicitly stated on the required form "Form for Proposal Deviation" in Exhibit B will be evaluated for their acceptability.** Unacceptable exceptions, conditions, substitutions of equals, reservations, or understandings, if not withdrawn by the Proposer upon request by COIC, would be cause for the proposal's rejection.
- 2.3 Evaluation and scoring will be based on the following criteria:
- Shelter Design & Material Resilience (40 Points)
 - ADA Compliant
 - Durability
 - Attractiveness
 - Ease of assembly/maintenance
 - Quality of Response (10 Points)
 - Completeness and detail information presented in a clear, logical manner
 - Warranty (15 Points) Offeror should specify length, items covered, where the required work is to be performed, and who shall perform the necessary work.
 - Pricing (30 Points) COIC shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.
 - COIC Ethos responses (5 Points)
 - DIVERSITY AND INCLUSION - COIC values the diversity of the people we hire and serve. We are committed to creating a diverse environment and fostering a region in which individual differences are appreciated, respected, and responded to in ways which elevate the delivery of our services to Central Oregon Communities. Please describe or show in no more than two pages, how your approach and your culture embrace this or a similar philosophy.
 - SUSTAINABILITY - COIC supports the region as a trusted leader and partner, helping communities identify and address their unique and common needs through collaboration, shared service delivery, technical assistance, information sharing, and resource development, all while striving to do so in a sustainable fashion. Please describe or show in no more than two pages, how your organization conducts itself in a sustainable fashion.

- CLIMATE SENSITIVITY – COIC and its people are committed to exploring new ways to help protect our climate from adverse conditions resulting from our activities and efforts. Whether supporting bike-commuting employees or car-pool encouragement, COIC endeavors to keep our footprint on the climate minimized. Please describe or show in no more than two pages how your organization undertakes to keep its climate impact minimized.

- 100 total points available

2.4 EVALUATION PROCEDURE

- 2.4.1 The Transportation Director or designee will appoint an Evaluation Committee to evaluate proposals.
- 2.4.2 The Evaluation Committee shall review, score, and rank the Proposals according to the Scoring Criteria set forth in Section 2.3. The Evaluation Committee shall then recommend contract award to the responsive, responsible Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee.
- 2.4.3 Only those proposals, with acceptable deviations, meeting the technical specifications provided herein will be considered for award. An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, COIC will reject as non-responsive any proposal that does not include all required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.
- 2.4.4 The successful Proposer must equal or exceed the General Standards of Bidder Responsibility criteria set forth in Exhibit M and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether Contractor is a “Responsible Bidder” and meets the standards set forth in ORS 279B.110 and ORS 279B.130. COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities, which are considered necessary for the successful performance of the work. The committee shall evaluate and score responsive proposals based on the Proposal Evaluation Criteria described in Section 2.3. The committee shall then determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether discussion should be conducted with all responsive Proposers.
- 2.4.5 COIC reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all responsive Proposers.
- 2.4.6 FOLLOW-UP QUESTIONS AND DISCUSSIONS
 - 2.4.6.1 COIC reserves the right to seek clarification to understand a Proposer’s Proposal.
 - 2.4.6.2 If the committee elects to enter into discussions with responsive Proposers, each responsive Proposer will be allowed to submit a final supplement denominated the “Best and Final Offer (BAFO)” at the close of discussions/negotiations. Any changes to the Proposer’s initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the “PROPOSAL EVALUATION CRITERIA” section and make a recommendation for award.
- 2.4.7 COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities, which are considered necessary for the successful

performance of the work. COIC reserves the right to visit sites where the Proposer has performed work of a similar nature and/or visit the Proposer's work facility during the evaluation period.

- 2.4.8 If award determination is made based upon the most favorable initial proposal(s), the committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award. Allowable costs will be determined in accordance with Federal Acquisition Regulations.
- 2.4.9 If only one proposal is received in response to this RFP and it is found by COIC to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for COIC, of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate COIC to accept such a single proposal; and COIC may reject such proposal at its sole discretion.
- 2.4.10 COIC's Transportation Director shall have full authority over COIC's source selection and decision to award.
- 2.4.11 COIC shall provide all proposers, successful and unsuccessful, a written notice of intent to award within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the CONTRACTOR prior to the CONTRACTOR'S receipt of a purchase order shall be entirely at the CONTRACTOR'S risk.
- 2.4.12 The RFP is not a contract and alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFP process and start the RFP process again.
- 2.4.13 COIC reserves the right to withdraw the RFP altogether if it is the best interest of COIC to do so.
- 2.4.14 COIC reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful Proposer's responsibility to perform the Agreement. Proposer's submission of a signed Offer shall constitute Proposer's authorization for COIC to obtain, and Proposer's agreement to produce for COIC's review and copying, any information COIC deems necessary to conduct the evaluation. COIC shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of

contract performance; etc. COIC may reject a Proposal if Proposer fails promptly to provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Proposer non-responsible and shall constitute grounds for Proposal Rejection.

Section 3 - GENERAL PROVISIONS

- 3.1 Type of Contract: Compensation for this contract will be fixed price; per unit.
- 3.2 COIC will pay CONTRACTOR the unit prices set forth in Exhibit A.
- 3.3 COIC reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms and conditions would be limited to ones having the effect of clarifying the RFP language and correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.
- 3.4 COIC shall pay the CONTRACTOR, upon the submission of proper invoices and deliverables, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. COIC shall pay the CONTRACTOR within thirty (30) days of the receipt of a proper invoice.

- 3.4.1 Notwithstanding any other additional requirements of this contract, invoices shall contain the purchase order number; the date(s) goods or services furnished, and a description of the goods furnished. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council
Attn: Accounts Payable
334 NE Hawthorne Ave.
Bend, OR 97504
accounting@coic.org

Failure strictly to comply with this provision may result in a delay of payment.

- 3.5 The CONTRACTOR shall maintain and COIC, or an authorized representative of COIC, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.
- 3.6 If the CONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this contract, COIC, or an authorized representative of COIC, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the CONTRACTOR'S records, including computations and projections, related to:
1. The proposal for the contract, subcontract, or modification.
 2. The discussions conducted on the proposal(s), including those related to negotiating.
 3. Pricing of the contract, subcontract, or modification; or,
 4. Performance of the contract, subcontract, or modification.
- 3.7 The CONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence required for both CONTRACTOR and COIC to comply with the requirements described in Section 3.18 (below).
- 3.8 To the fullest extent permitted by law, CONTRACTOR agrees fully to indemnify, hold harmless and defend COIC, its directors, officers, and employees from and against all claims, damages, losses, attorney fees, and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault, negligence, or failure to act, in whole or in part, of CONTRACTOR, its agents, employees, or its Sub-CONTRACTOR'S from the performance of the work. This includes all damages resulting from a data breach, cyber intrusion, hack, etc. This paragraph is meant to be interpreted as broadly as possible in favor of COIC.

- 3.8.1 This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which COIC and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, COIC may in its sole discretion reserve, retain, or apply any monies due to the CONTRACTOR under the contract for the purpose of resolving such claims; provided, however, that COIC may release such funds if the CONTRACTOR provides COIC with adequate assurance of the protection of COIC's interests. COIC shall be the sole judge of whether such assurances are adequate.
- 3.9 It is understood and acknowledged that Agreement is not a contract of employment between COIC and CONTRACTOR, or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall at all times be, deemed to be an independent contractor. CONTRACTOR is not authorized to bind COIC to any contracts or other obligations. CONTRACTOR is not an agent or employee of COIC and shall at no time represent itself to be such agent or employee. Neither CONTRACTOR nor any of its employees or subcontractors shall be entitled to any benefits accorded to COIC employees including but not limited to Workers Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave. CONTRACTOR is an independent CONTRACTOR for all purposes and is not entitled to compensation from COIC other than that provided by this contract. CONTRACTOR shall inform COIC of CONTRACTOR'S Federal Internal Revenue Service Employer Identification Number, or, if CONTRACTOR is an individual with no employer identification number, CONTRACTOR'S Social Security Number. The CONTRACTOR and its officers, employees, and agents are not officers, employees, or agents of COIC as those terms are used in ORS 30.265. The CONTRACTOR, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of COIC for any purpose whatsoever, nor are they authorized to do so.
- 3.9.1 CONTRACTOR shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. CONTRACTOR shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, CONTRACTOR learns of any actual or potential defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, CONTRACTOR shall inform COIC immediately in writing with a full description of the defect, problem, or nonconformance.
- 3.10 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the Attorney General Model Rules, and the COIC adopted Procurement Policy. In this regard, all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement". These rules state that before seeking judicial review of termination action, or other action, that the affected CONTRACTOR must file a written protest directed to COIC and must exhaust all administrative remedies. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.
- 3.11 In performing its obligations under this contract, the CONTRACTOR agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 -279B.240, each of which is incorporated herein by reference. In the event of any conflict between the provisions of this contract and

the foregoing state statutes, the state statutes shall control. Not every requirement of the foregoing state statutes will apply in each instance to the performance of each party under this particular contract. The nature of the obligations of a party under this contract will determine which requirements of state law will apply. Requirements that do not apply will not be enforced.

3.11.1 CONTRACTOR acknowledges that the Oregon Government Standards and Practices laws (“Ethics Laws”), as set forth in ORS 244.010 et seq. are applicable to CONTRACTOR when performing certain work on behalf of COIC under contract and that the individual employees and agents of CONTRACTOR may be treated as public officials under ORS 244.020 (15).

CONTRACTOR agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to CONTRACTOR’S control when performing work under this Contract.

3.12 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COIC, its property, or its right-of-way because of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, CONTRACTOR shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at CONTRACTOR’S sole expense.

3.13 Notwithstanding any safety provisions elsewhere in this contract, and in addition to CONTRACTOR’S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are known standards in the industry and/or that are required by COIC.

3.14 No COIC Board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds during that person’s tenure with COIC, except to the extent such interest is permitted and disclosed as may be required under applicable law and COIC policy.

3.14.1 No COIC Board member, officer, employee, or agent shall solicit or accept, and CONTRACTOR shall not offer or give to any COIC Board member, officer, employee or agent, any gratuities, favors, or anything of monetary value in connection with the administration of this contract, except to the extent permitted by applicable law and COIC policy.

3.15 Termination for Default [Breach or Cause]: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be perfected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. COIC may, by written notice of default to the CONTRACTOR, terminate this contract in whole or in part if the CONTRACTOR fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.

3.15.1 A successful hack, intrusion, ransom, breach, etc. regardless of source, shall be considered a material breach.

3.16 Opportunity to Cure: COIC in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall

not in any way operate to preclude COIC from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 3.17 Waiver of Remedies for any Breach: In the event that COIC elects to waive its remedies for any breach by CONTRACTOR of any covenant, term, or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 3.18 CONTRACTOR shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. CONTRACTOR shall permit the authorized representatives of COIC, the Oregon Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of CONTRACTOR relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- 3.18.1 CONTRACTOR further agrees to include in all of its subcontracts under this Contract a provision to the effect that the sub-CONTRACTOR agrees that COIC, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the sub-CONTRACTOR. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- 3.18.2 The periods of access and examination described under section 3.18 and 3.18.1 are for records that relate to (1) disputes between COIC and CONTRACTOR, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- 3.19 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under Agreement shall be exclusively vested in the State Courts of the County of Deschutes, or where otherwise appropriate, exclusively in the United States District Court, Eugene, Oregon. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any conflicts between federal and state regulations, federal laws, rules, and regulations shall govern/prevail on this project (ORS 279A.030).
- 3.20 During the term of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin.
- 3.21 The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.
- 3.22 This contract is subject to all requirements described in Section 3.1, above.
- 3.23 The CONTRACTOR shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on COIC owned or leased property. If the CONTRACTOR'S failure to use reasonable care causes damage to any of this property, the CONTRACTOR shall replace or repair the damage at no expense to COIC as the Contracting Officer directs. If the CONTRACTOR fails or refuses to make such

repair or replacement, the CONTRACTOR shall be liable for the cost, which may be deducted from the contract price.

- 3.24 If this contract is for the supply of goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's payment for those goods. If this contract is for the rental or lease of CONTRACTOR'S goods, the CONTRACTOR shall bear the risk of loss to CONTRACTOR'S goods. CONTRACTOR agrees to carry insurance to cover any such losses. Title to the CONTRACTOR'S goods shall remain with CONTRACTOR while goods are in COIC's possession. If this contract is for the repair or servicing of COIC-owned goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in CONTRACTOR'S possession. CONTRACTOR agrees to carry insurance to cover any losses/damages to COIC's goods while in CONTRACTOR'S possession.
- 3.25 CONTRACTOR shall, upon COIC's request, defend with counsel approved by COIC (which approval shall not be unreasonably withheld), at CONTRACTOR's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct, or other legal fault of CONTRACTOR, its officers, employees, sub consultants, subcontractors or agents in connection with the performance or nonperformance of this contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded.
- 3.26 CONTRACTOR agrees that they shall not assign, sell, transfer, or sublet their rights, delegate or subcontract their responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.
- 3.27 If this contract is for the supply of goods or equipment, then COIC shall be deemed to have accepted goods only after the goods have been delivered by CONTRACTOR, and COIC has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, COIC may reject any goods that fail to conform to the requirements of this contract. COIC may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if COIC has started using the goods before discovering that they do not conform to the contract. Upon request by COIC, CONTRACTOR shall replace or repair to COIC's satisfaction any goods that have been rejected by COIC or the acceptance of which has been revoked by COIC under this Paragraph. Failure to replace or repair those goods within a reasonable time after COIC's request shall be a material breach of this contract.
- 3.28 CONTRACTOR will comply with 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 its business and perform the services described in the Scope of Work.
- 3.29 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised and administered by COIC Transportation Director or designee.
- 3.30 Notice of Deficiencies: COIC's Transportation Director or designee may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement that address the issue. CONTRACTOR shall correct deficiency within reasonable time limits specified by COIC not to exceed 30 days unless agreed to in advance by COIC in writing.
- 3.31 Notices and other communications shall be made by email or regular US mail to the contacts listed below:

COIC: Transportation Director
Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, OR 97701
contracts@coic.org

CONTRACTOR: TBD

Service of such notices via US mail shall be deemed complete ten (10) business days after deposit in the US Mail.

- 3.32 Precedence of Agreement Document: In the event of a conflict or ambiguity arising between Agreement documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. The documents shall control in the following order unless otherwise specifically set forth in the Agreement: Exhibit D of this Agreement, State of Oregon Terms and Conditions, 3.19 above of this Agreement, the Agreement, the RFP as amended by Addenda, and the Proposal.
- 3.33 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity be purchased by another entity or otherwise change its corporate structure during the term of this Agreement, COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.
- 3.34 Assignment (COIC): COIC reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. The CONTRACTOR hereby approves the assignment and agrees such assignment shall constitute a complete novation between COIC and CONTRACTOR; and receipt by CONTRACTOR from COIC of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.
- 3.35 SUCCESSORS: Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. CONTRACTOR shall not assign, sublet, or subcontract Agreement without prior written consent from COIC.
- 3.36 Counterparts: Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute the same Agreement.
- 3.37 Compensation and Invoicing: Contractor shall submit invoices concerning the completion of specific work elements. Each Invoice will contain the following information: (i) the defined work element completed; (ii) the date that the work was completed; (iii) deliverables, if applicable, associated with completed element; and (iv) 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. No compensation will be paid by COIC for any portion of work elements not completed to the satisfaction of COIC. COIC's payment will be accepted by Contractor as full compensation for performing the services to which the applicable invoice relates.
- 3.38 Contract Term. Contractor shall provide transit bus shelters and other amenities for a period of three (3) years after the effective date of the contract.

Section 4 - TECHNICAL SPECIFICATIONS

4.1 General (the following specifications are minimums)

- A. The Contractor will provide all the labor, equipment, and materials to furnish prefabricated shelters.
- B. All structures shall be the product of a qualified manufacturer with verifiable experience of at least 10 years in the design and manufacture of transit shelters and related street furniture. Offerors shall provide background of their qualifications to design and fabricate quality street furniture and demonstrate its ability to provide long term service back up and replacement parts.
- C. All material and components shall be of first/high quality, selected for longevity to be low-maintenance and maximum in vandal-resistance, weather-resistance and rust- resistance.
- D. Shelters must be engineered and built to meet or exceed all applicable wind loads, and seismic load specifications and must also be in full compliance with ADA. The manufacturer must provide all shop drawings of the shelters, including details for accessory components, mounting applications and hardware to ensure all applicable building codes are met.
- E. Drawings shall include the pad thickness required to anchor the shelter in place and detail minimum requirements for installation to support the shelter size and condition. After the contract is awarded, the vendor shall provide one set of signed, sealed structural drawings for each shelter style proposed.
- F. Manufacturer shall meet and/or exceed the Federal requirements for Buy America provisions.
- G. At a minimum, the bus stop amenities shall be in comply with current Americans with Disabilities Act (ADA) requirements.
- H. Only quality materials and workmanship shall be acceptable. All welding shall be performed by a certified fabricator with certified welders. Verification is required.
- I. All welding shall be completed prior to powder coating.
- J. All hardware, concrete anchors and electrical wiring for site installation shall be supplied and shall be procured from the original furniture manufacturer. All nuts, bolts, washers, and hardware shall be stainless steel.
- K. All hardware, nuts, bolts, washers, anchors, sleeves and related components should meet all SAE Grade eight standards. They shall be rust-free materials for a period of not less than ten years. Offeror will specify materials to be used in their proposal.
- L. All fasteners shall be stainless steel and sized to meet specific loads. Any exposed fasteners shall be colored to match the finish of the framework components. Self-tapping fasteners or bolts fastened into threads cut into the aluminum framework at connection points are not acceptable. Tamper-resistant hardware shall be utilized where practical.
- M. All materials and workmanship shall be guaranteed to be free of defects resulting from the use of inferior materials, equipment or workmanship for a minimum of five

(5) years from date of installation. A copy of this warranty should be furnished with the proposal. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Offeror shall also provide warranty and specify the warranty period for all materials to be free of UV deterioration. Any defects shall be rectified to meet these written specifications at the sole expense of the selected Offeror, including parts and labor, shipping/delivery/handling within a two (2) month period from date of written notification from COIC.

- N. Replacement parts must remain available for a period of ten (10) years from the date of acceptance of the shelters by COIC.

4.2.1 Product – Transit Bus Shelters

A. Shelter Design

As part of the proposal, the Offeror shall include color photos of the shelter(s) being offered. These photos shall be of a high quality in terms of resolution, color, and clarity so that COIC staff can easily see all features of the proposed shelter. At least five different photos shall be provided of each shelter type to show the shelter in a front view, a side view, a rear view, an angled view, and an aerial view showing the top of the shelter. Offerors shall also include diagrams and/or technical drawings of each proposed type of shelter that clearly indicates the dimensions (length, width and height), materials used, and the installation details specific to the interface with sidewalk and roadway.

The Offeror shall propose how special CET branding components can be integrated on the shelter.

1. Structural engineering calculations shall be provided by the manufacturer.
2. Shelters shall be engineered to meet or exceed all applicable wind, snow and seismic loads.
3. The design shall be modular to ensure consistent fit and reduced kit of parts.
4. The design shall include opportunity for agency branding through choice of color, logo placement or other means.
5. Shelters shall be painted with a powder coat finish and be free from fading, solar degradation and discoloration through the use of cleaning products throughout the length of warranty period. Offerors shall include information on the warranty period. The powder coating process shall produce no volatile organic compounds (VOCs). The powder coat finish shall be created for durability in outdoor use and withstand graffiti removal solvents. The finish shall be warranted against lifting, peeling, rusting, oxidizing or flaking. Touch up materials that match the coating materials and topcoat color shall be provided by the contractor.
6. Shelters shall be pre-fabricated and shipped disassembled for ease of handling, fast on-site installation and easy parts replacement in the event of street incidents.

All detailed shop drawings, details of materials, fabrication, assembly and framing details, erection drawings, parts list and field installation instructions shall be included.

- N. The material shall be delivered by Offeror, or a subcontractor, to a location in Deschutes County, Oregon specified by COIC in the Purchase Order.

7. Universal Design Best Practices

- a. Minimum of 8 feet in length.
- b. Transparent sides for visibility and security.
- c. Constructed of materials that are resistant to weather; from which graffiti is easily removed.
- d. Waterproof with drainage away from the bus stop.

B. Style

1. Shelters shall be cantilever style with a curved I-beam and perforated aluminum siding.

C. Materials

1. All structural steel shall be ASTM A-36, minimum yield strength 36,000 PSI, unless otherwise noted.
2. All structural aluminum components shall be minimum 6061-T6 alloy, unless otherwise noted.
3. Components shall be sized to comply with the load requirement for the project.

D. Fabrication

1. All welding must be performed by American Welding Society (AWS) Certified welders.
2. All holes shall be drilled or punched.
3. Steel welding shall conform to AWS Standard D1.1-10. Electrodes shall conform to AWS A5.18 Class ER70S-7.
4. Aluminum welding shall conform to AWS Standard D1.2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
5. All welding shall be done at the manufacturer's facility. No on-site welding is allowed.

E. Sizes

1. Transit Shelter
 - a. Standard Depth: 5' nominal roof drip line.
 - b. Standard Length: 8' nominal roof drip line.
 - c. Nominal dimensions based on roof perimeter size (drip line).
2. Double Transit Shelter

- a. Standard Depth: 5' nominal roof drip line.
 - b. Standard Length: 16' nominal roof drip line
 - c. Nominal dimensions based on roof perimeter size (drip line).
3. Extended Transit Bus Shelter
- a. Standard Depth: 5' nominal roof drip line
 - b. Standard Length: 45' nominal roof drip line
 - c. Nominal dimensions based on roof perimeter size (drip line)

F. Columns/Posts

1. Four (4) columns fabricated of aluminum material.
2. Formed of continuous extruded aluminum I-beam shape with:
 - a. Overall 6" by 4" dimension;
 - b. 3/8" wall thickness front and rear plates;
 - c. 1/4" web wall thickness.
3. Fabricated or built up welded aluminum materials forming I-beam shape shall not be utilized.
4. Tops of columns shall have a welded plate with mounting eye for roof rafter attachment.
 - a. Aluminum shall be 6063-T6 with minimum thickness of 1/2";
 - b. Top plates shall be welded to I-beam columns.
5. For surface mounting, I-beam columns utilize surface mounted shoe plates of aluminum material.
 - a. Aluminum shall be 6063-T6 with minimum thickness of 3/4";
 - b. Shoes plates shall be welded to I-beam columns;
 - c. Shoe plates shall be pre-drilled with 5/8" diameter holes for anchor placement.
6. All columns shall have a decorative escutcheon to fully cover shoes and anchors.
 - a. Escutcheons shall be removable 2-piece construction, secured with tamperproof stainless-steel hardware.
 - b. Escutcheons shall be formed from .090 aluminum sheet.

G. Rafters

1. Each post shall be connected to a roof rafter fabricated of aluminum material. "
2. Rafter shall be fully welded to form a custom tapered shape.
3. Rafter shall fasten to the column top plate with stainless steel hardware.
4. Rafter shall be connected to column by adjustable rear strut of 1 1/2" solid round aluminum rod and 1/2" strut plate.

H. Roof

1. Roof shall be offset radius design.
2. Roof structure shall provide 8' minimum clear height.
3. Roof panels shall be formed from solid .090 Aluminum sheet.
4. Roof panels are secured to rafters with extruded aluminum pressure rib, with integrated channel and factory installed rubber gasket, secured by Tek screws. Pressure ribs shall provide leak proof performance without additional sealants. No silicone sealers shall be used.

I. Walls

1. Wall panels shall include back walls and two (2) end walls.
2. Rear wall panels shall be formed from .090 perforated aluminum panels in aluminum channel frames.
 - a. Perforated aluminum panels with 60% blockage using 1/4" perforation on 3/8" staggered center pattern.
 - b. Panels shall be rolled in a single sheet for ease of installation.
 - c. Panels are to be mechanically fastened to a rolled aluminum frame. Frames are structural aluminum tube and mechanically fastened to the I-Beam posts and secured by stainless steel hardware.
3. One downstream end wall panel, and one upstream end wall panel shall be formed from .090 perforated aluminum sheet, with aluminum tube frame.
 - a. Panels shall be attached to downstream and upstream end columns.
 - b. Frame and panel shall be sized to match roof dripline.
 - c. Fully welded end panel screen and frame with no mechanical fasteners.
 - d. Perforated aluminum panels with 60% blockage using 1/4" perforation on 3/8" staggered center pattern.
 - e. Outside end panel frame includes mounting shoe and escutcheon for surface mount using stainless steel anchors.
 - f. Inside end panel frame includes four welded brackets for mechanical attachments to end column I-Beam using stainless steel hardware.

I. Fasteners

1. Fasteners shall be stainless steel.
2. Exposed fasteners shall be tamper-proof.
3. Ground attachment anchors shall be sized to meet wind load requirements in conformance with ICC-ESR-1917.

J. Finish

1. Shelters shall be finished in Super Durable powder coating baked enamel finish,

with 4-5 mil final thickness.

2. Finish color selected Blue with Clear Coat. Custom colors shall be made available upon request.
3. Super Durable powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Super Durable powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub.

K. Minimum ADA Guidelines

1. Entrance must be 2'8" wide at minimum.
2. Minimum clear floor area of 30 inches wide by four feet deep.
3. Minimum height of 6'8".

4.1.2 Included Amenities with Transit Bus Shelters

A. Bench

1. Bench shall be 4' in length and be compatible with the bus shelter type proposed.
2. Color and quality must match that of the proposed transit bus shelter.
3. Benches Minimum ADA Guidelines:
 - a. Seat dimensions: 20 inches minimum to 24 inches maximum in depth and 42 inches (1,065 millimeters) minimum in length.
 - b. Seat height: 17 inches minimum to 19 inches maximum above the floor or ground.
 - c. Back support: 42 inches minimum in length and that extends from a point 2 inches maximum above the seat to a point 18 inches minimum above the seat.
 - d. Structure supporting vertical or horizontal forces of 250 pounds applied at any point on the seat, fastener, mounting device, or supporting structure.
 - e. Exposed benches: slip resistant and designed to shed water.
 - f. If installed inside the shelter it must be installed in such a manner to allow a wheelchair passenger to still use the shelter (30").
 - g. Do not install bench on ADA landing pad.

B. Informational Panel

Informational panels are to accommodate printed schedules and informational materials measuring 24" wide x 36" tall.

- a. Informational panel shall be compatible with the bus shelter type proposed.
- b. Color and quality must match that of the proposed transit bus shelter.

- c. Frame materials:
 - i. Powder coated aluminum
 - ii. Full piano hinge door attachment
 - iii. Doors secured by tamperproof hardware
- d. Anchoring shall be surface-mounted with welded base plate.
- e. Glazing shall be tempered glass

**EXHIBIT A
PRICE PROPOSAL FORM**

Initial Quantities

Description	Quantity	Cost/Unit	Total Cost
Transit Bus Shelter	20		
Double Length Transit Bus Shelter	3		
Extended Length Transit Bus Shelter	2		
Transit Bus Shelter Bench	31		
Informational Panel	26		
Total	n/a	n/a	

Optional Quantities

Description	Qty	Cost/Unit Year 1	Cost/Unit Year 2	Cost/Unit Year 3	Total Cost On Year 3
Transit Bus Shelter	10				
Double Length Transit Bus Shelter	3				
Extended Length Transit Bus Shelter	4				
Transit Bus Shelter Bench	26				
Informational Panel	19				
Total	n/a	n/a	n/a	n/a	

Total Cost of the Contract (including Optional Quantities on Year 3): _____

Note: Pricing Is FOB a location in Deschutes County, Oregon specified by COIC in the Purchase Order.

**EXHIBIT B
FORM FOR PROPOSAL DEVIATION**

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to Section 2.2 of the PROPOSAL EVALUATION CRITERIA.

Deviation #: _____ PROPOSER: _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviation _____

Rationale (Pros & Cons):

EXHIBIT C

BUY AMERICA CERTIFICATION

(Required for contracts greater than \$100,000)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

Note: Documentation may be required during the project to confirm Buy America purchases.

Exhibit D
FEDERAL REGULATIONS & REQUIRED THIRD-PARTY CONTRACT CLAUSES

ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED. CONTRACTOR shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations:

2. BUY AMERICA
49 U.S.C. § 5323(j)
49 CFR Part 661

Buy America - Contractor shall at all times comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

4. CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING
31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the

certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325

2 C.F.R. § 200.333

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

8. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

9. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

10. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

11. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. CLEAN AIR

42 U.S.C. §§ 7401 – 7671q

40 CFR 15.61

49 CFR Part 18

2 C.F.R. part 200, Appendix II (G)

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions

pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

FTA Circular 4220.1F

a. Termination for Convenience (General Provision) COIC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to COIC to be paid the Contractor. If the Contractor has any property in its possession belonging to COIC, the Contractor will account for the same, and dispose of it in the manner COIC directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by COIC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, COIC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days] after receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that COIC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) COIC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of COIC, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and COIC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of COIC.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies COIC in writing of the causes of delay. If in the judgment of COIC, the delay is excusable, the time for completing the work shall be extended. The judgment of COIC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) COIC may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) COIC may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of COIC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from COIC, or property supplied to the Contractor by COIC. If the termination is for default, COIC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to COIC and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of COIC, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, COIC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, COIC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COIC. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies

available to COIC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

49 U.S.C. Chapter 53, Executive Order No. 11246

20 U.S.C. § 1681 et seq., 49 C.F.R. part 25

42 U.S.C. § 6101 et seq., 45 C.F.R. part 90

29 U.S.C. § 621 et seq., 29 C.F.R. part 1625

42 U.S.C. § 12101 et seq.

Civil Rights and Equal Opportunity- COIC is an Equal Opportunity Employer. As such, COIC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, COIC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course

of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by COIC's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to COIC's Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of COIC's Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by COIC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COIC and the Contractor arising out of or relating to this contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which COIC is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COIC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.09 %. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Agency. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any COIC requests which would cause COIC to be in violation of the FTA terms and conditions.

31. PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

32. ADA ACCESS

42 U.S.C. § 12101 et seq.,

29 U.S.C. § 794,

49 U.S.C. § 5301(d)

American with Disabilities Act (ADA) Access - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

EXHIBIT E
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 his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of state 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 his/her 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 _____, 20_____ .

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 known 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 he or she deems that termination is in the best interest of COIC.

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

Exhibit F
**Certification of Primary Participant Regarding Debarment,
Suspension, and Other Responsibility Matters**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential CONTRACTOR for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party CONTRACTOR) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CHECK APPROPRIATE BOX:

- [] The undersigned chief legal counsel for the _____ hereby certifies that he has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Exhibit G
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____, that:

- a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, of 20____

Signature of Authorized Official _____

Title of Authorized Official _____

Exhibit H
CERTIFICATION OF COMPLIANCE WITH FTA DISADVANTAGED
BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS

PROPOSER: _____

As a recipient of Federal funds, the Central Oregon Intergovernmental Council (COIC) is required to follow Title 49, Code of Federal Regulation, Part 26, and other applicable Disadvantaged Business Enterprise (“DBE”) regulations. It will soon be required to follow applicable Equal Employment Opportunity (“EEO”) rules and regulations as well.

Signing this proposal, on the signature portion thereof, constitutes agreement to follow Title 49, Code of Federal Regulation, Part 26, and other applicable Disadvantaged Business Enterprise (“DBE”) and Equal Employment Opportunity (“EEO”) rules and.

Note: The above DBE/EEO Affidavit is part of Contractor’s Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____ Date: _____

EXHIBIT I
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.

i. STATUTORY WORKERS COMPENSATION. (covering Supplier's employees while on COIC property) 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. Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$2,000,000 combined single limits per occurrence, \$2,000,000 aggregate, where applicable.:

iii. AUTOMOBILE LIABILITY. Bodily Injury, Death and Property Damage \$2,000,000 combined single limits per occurrence.

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 J
RECEIPT OF ADDENDA**

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. _____ Date Received _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

Exhibit K
PROPOSAL SUBMISSION CHECKLIST

The following is a list of items that must be included in each proposal to be considered complete and responsive.

- Exhibit A - Price Proposal.
- Exhibit B – Form for Proposal Deviation.
- Exhibit C – Buy America Certification
- Exhibit E - Completed and Signed Non-Collusion/Conflict of Interest Affidavit for Proposer
- Exhibit F - Completed and Signed Certification Regarding Debarment & Suspension
- Exhibit G - Completed and Signed Lobby Restrictions Certification
- Exhibit H - Completed and Signed DBE/EEO Certification.
- Exhibit J – Completed and Signed Receipt of Addenda Form
- Exhibit L – Formal Offer Signature Sheet
- COIC Ethos responses

Note: The above list is provided only as an aid to Proposers. Any inadvertent omission of required items does not relieve Proposers from their responsibility to provide a complete proposal by the required deadline.

EXHIBIT L
FORMAL OFFER FOR BUS SHELTERS AND AMENITIES

The undersigned proposer submits this proposal in response to COIC's Request for Proposal # CET 22-4 for the contract named above.

The proposer warrants that it has carefully reviewed the RFP and that this proposal includes a statement of all of the proposer's objections to any provisions of the RFP or contract. The proposer agrees that, if this proposal is accepted by COIC, the proposer will enter into a contract with COIC in substantially the form of the contract language included in this RFP to provide all necessary labor, materials, supervision and other means required to complete the work in accordance with the requirements of this RFP and contract.

Except as otherwise expressly provided in this proposal, this proposal incorporates by reference, as if fully set forth in the proposal, the full content of the RFP and contract.

All documents required by the RFP are attached to this Proposal Form.

The person signing this proposal form for the proposer certifies that he or she is authorized by the proposer to sign this proposal on the proposer's behalf.

Name of Proposer: _____

Business Address: _____

Firm's Federal Tax ID#: _____

Phone: _____

Date: _____

Authorized Signer's Name (print): _____

Authorized Signature: _____

Signer's Title: _____

EXHIBIT M
GENERAL STANDARDS OF PROPOSER RESPONSIBILITY

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

- Neither the firm, nor its principles show up on the Federal government's debarment and suspension website, www.sam.gov. This site denotes those individuals and firms that currently are prohibited from participating in Federally funded contracts.
- Financial resources adequate to perform the contact, 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, 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.
- Compliance with Affirmative Action and Disadvantaged Business Program requirements; and,
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

Exhibit N 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.