COIC

Central Oregon Intergovernmental Council
Request for Proposals (RFP)
For
Transit Asset Management Software
RFP Number: CET 23-05

Release Date: December 14th 2023

Pre-Proposal Conference (if needed): January 16th 2024

Deadline for Requests for changes/clarification: January 22nd 2024

Submission Deadline: February 2nd 2024

Expected Notice of Intent to Award: February 16th 2024

Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
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", is soliciting a robust asset management system as well as a service agreement to maintain such systems. COIC is the operator of Cascades East Transit ("CET") and is expecting a dynamic system featuring modern technologies capable of growing with the agency.

This solicitation will support transit services across the entire CET fleet of 85 vehicles. Supporting vehicle maintenance needs is the primary objective for the present solicitation. Solutions capable of supporting additional needs across COIC, such as tracking non-vehicle assets and maintenance, may be scored preferentially.

The funding for this project comes from a variety of sources including funds from both the State of Oregon and the Federal Transit Administration.

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

TABLE OF CONTENTS

Section 1 - PROPOSAL REQUIREMENTS AND CONDITIONS 3
Section 2 - PROPOSAL EVALUATION AND AWARD 6
Section 3 - GENERAL PROVISIONS 10
Section 4 - PROJECT SPECIFICATIONS……...16

ATTACHMENTS

Attachment 1 Vendor Questionnaire/Asset Specifications

EXHIBITS

Exhibit A Price Proposal Form
Exhibit B Form for Proposal Deviation
Exhibit C Delivery Schedule
Exhibit D Affidavit of Non-Collusion/Conflict of Interest
Exhibit E Receipt of Addenda
Exhibit F Formal Offer Signature Sheet
Exhibit G Oregon State Public Contract Provisions
Exhibit H CET Procurement Protest Procedures
Exhibit I General Standards of Proposer Responsibility
Exhibit J Contractor Insurance Requirements
Exhibit K FTA Regulations and Required Third-Party Clauses

Section 1 - PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 Emailed proposals will be submitted by February 2nd 2024. Proposals received after the time and date specified in the RFP will not be accepted for consideration. 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 January 22nd 2024 by emailing a written request to Kimberly Banner, kbanner@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 January 22nd 2024.

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 Kimberly Banner, COIC's Executive Coordinator.

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

NOTE: 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 Executive Coordinator 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 by COIC.

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's Executive Coordinator in the manner described in Section 1.3 of any ambiguity, inconsistency, or error, which they discover upon examination of this solicitation.

1.15 [this section is intentionally left blank].

1.16 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 nor required.

1.17 [this section is intentionally left blank].

1.18 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.

1.19 This contract is funded in part by the Deschutes County's 5310 2022-2024 Discretionary Fund. Statewide Transportation Improvement Fund (STIF) Plan. Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

1.20 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.

1.21 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 COIC's Executive Coordinator'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.

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

1.23 By submitting their proposals, Proposers certify that they have all requisite authority to perform the work.

1.24 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.

1.25 The responsibility for submission of the proposal to COIC on or before February 2nd 2024 will be solely and strictly the responsibility of the proposer. COIC will in no way be responsible for delays in the internet or delay by other occurrence or means of delivery.

1.26 The following schedule is provided for informational purposes only and is subject to change.

Issue RFP	12/11/23
Cut-off for Questions, Request for Changes and Request for Approved Equals	01/22/24
Answer to Questions and Requests as Addendum	01/29/24
Proposals Due	02/02/24
Request for Best and Final Offer (if needed)	TBD
Best and Final Offers Due (if needed)	TBD
CONTRACTOR Selection	02/12/24
Notice of Intent to Award	02/16/24
Purchase Order Issued	02/23/24

1.27 Submission Procedure - Proposals shall be emailed to kbanner@coic.org.

1.28 Ownership of Proposals: All proposals shall become the sole property of COIC and will not be returned.

1.29 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 Contractor is responsible for ascertaining and paying the taxes when due. The total proposed price shall include compensation for all taxes the Contractor 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 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 to be rejected.

2.3 Evaluation and scoring will be based on the following criteria:

- Quality of Response (10 Points)
    - Completeness and detail of information presented in a clear, logical manner.
    - All items in Section 5 are present and completed.
    - Demonstrated understanding of and responsiveness to requested services.
    - Attendance at pre-proposal conference or submitted questions.
- Technical Approach (30 Points)
    - Modern technologies capable of serving COIC needs years into the future.
    - Ease of use and ability for COIC to independently maintain and troubleshoot basic issues.
    - Robust to operating conditions and local environmental challenges.
    - Solutions appropriate to a variety of vehicle types.
- Cloud-base Solution (5 Points)
    - Preferred but not required
    - Should reduce administrative/IT impacts on CET staff
- Non-Vehicle Asset Support (5 Points)
    - Preferred but not required (cost may be a factor)
    - Support for non-vehicle assets
- Support and Long-Term Suitability (5 Points)
    - Clear upgrade terms.
    - Ability to add new vehicles to the system in the future.
    - Clear description of how support requests will be handled.
    - Clear description of training and support availability.

- Proposer's Relevant Qualifications and Experience (10 Points)
- Pricing (35 Points)

2.4 EVALUATION PROCEDURE

2.4.1 An Evaluation Committee will be appointed by the Transportation Director or designee to evaluate proposals.

2.4.2 The Evaluation Committee shall review, score and rank the combination of Proposals and Virtual Demonstration/Interviews 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 I 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 as needed to understand the 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 Executive 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.

3.2 COIC will pay CONTRACTOR the unit prices set forth in the purchase order.

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 described in Section 1.19.

3.8 [this section is intentionally left blank]

3.9 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 or negligence in whole or in

part of CONTRACTOR, its agents, CONTRACTOR'S, Sub-CONTRACTOR'S, or employees from the performance of the work.

3.9.1 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.

3.10 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.

3.10.1 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.

3.11 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.

3.12 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.

3.12.1 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.

3.13 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

3.14 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.

3.15 [this section is intentionally left blank]

3.16 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.

3.16.1 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.

3.17 [this section is intentionally left blank]

3.18 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 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. 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.

3.19 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.

3.20 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.

3.21 [this section is intentionally left blank]

3.22 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.

3.22.1 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.

3.22.2 The periods of access and examination described under section 3.21 and 3.21.1 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.

3.23 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).

3.24 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.

3.25 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.

3.26 [this section is intentionally left blank]

3.27 This contract is subject to all requirements described in Section 1.19 of this contract.

3.28 [this section is intentionally left blank]

3.29 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.

3.30 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.

3.31 CONTRACTOR agrees that he/she shall not assign, sell, transfer, or sublet his/her rights, delegate or subcontract his/her responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.

3.32 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.

3.33 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.

3.34 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised and administered by COIC Transportation Director or designee.

3.35 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.

3.36 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.

3.37 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: State of Oregon Terms and Conditions, Section 1.19 of this Agreement, the Agreement, the RFP as amended by Addenda, the Proposal and the Virtual Demonstration/Interview.

3.38 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.

3.39 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.

3.40 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.

3.41 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 one and the same Agreement.

3.42 Compensation and Invoicing

3.42.1 COIC is prohibited from making either pre-payments or progress payments for this project. COIC shall pay the Contractor for the completion of specific work elements described within the signed contract and summarized below:

Project Element Description	Project Cost Compensation
System Installation (software)	30%
Upload of asset data	20%
Final Acceptance Testing	20%
System Acceptance	30%

3.42.2 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.

SECTION 4 - PROJECT SPECIFICATIONS

PROJECT VISION AND BACKGROUND

Cascades East Transit (CET) is Central Oregon's Public Transit Service Provider and is operated by COIC. Efficient maintenance of a modern fleet serving a wide geographic area requires a dynamic asset management system. Ease of use for all operators – from maintenance technician to finance administrator – has been identified as a key need driving staff user satisfaction. Any such system is expected to also improve work order processing and inventory tracking. Robust backend systems and data reporting are expected to streamline lifecycle management, improve statutory compliance, and support cooperation with regional partners.
CET is soliciting a robust asset management system for transit as well as a service agreement to maintain such systems. CET is expecting a dynamic system featuring modern technologies capable of growing with the agency.

This solicitation will support transit services across the entire CET fleet of 85 vehicles and new vehicles as they join the fleet. It may also encompass non-fleet assets, such as bus stop shelters, maintenance shop equipment, IT infrastructure, or other assets as may be compatible with the awarded system.

PROJECT OVERVIEW

The COIC Transportation Operations Department currently maintains approximately 85 vehicles, 4 buildings, 40 bus stop shelters, 380 bus stops, and 15 pieces of large workshop equipment. The department generates approximately 1,000 work orders annually. The department is currently staffed with 6 service employees including 3 heavy duty mechanics and 3 facilities maintenance workers operating five days per week. Fleet maintenance and management encompasses the totality of systems on a given fleet vehicle, including video surveillance systems, automatic vehicle locators, and more. The team is based out of facilities in two different cities, Bend and Redmond, with the main "Bear Creek" fleet maintenance yard located in Bend. The Transportation Operations Department supports all departments across COIC.

EXISTING SYSTEM

COIC currently utilizes an out-of-date version of Mitchell1 workshop software for basic fleet work order processing. This system tracks vehicle assets, as well as the work orders and maintenance associated with those assets. The system lacks some functionality and reporting capability.
Currently, costs for parts and outside services are manually entered into the Mitchell1 software.

The COIC Maintenance department operates as an internal service fund. Select staff have view access to the current Mitchell1 software to review monthly charges, print or export reports of their monthly charges, or inquire into the detail of specific work orders for their department. A monthly report of all charges is produced for the transportation fiscal administrator, who then handles the charges to each department for its maintenance and repairs.

The current system has 5 users active in the system with varying levels of system access and permission from view only to system configuration rights.

Fleet information not processed in Mitchell1 is currently maintained across several different Excel spreadsheets. These include vehicle and asset purchase details, lifecycle analysis, insurance information and accident reports, and mandatory federal reporting metrics.

TECHNOLOGY STANDARDS

COIC has one IT professional on staff and contracts with a third-party technology support provider. COIC is migrating all IT services to the cloud where feasible to reduce the need for program upkeep and on-site IT services.

The following technology standards are in place, and it is expected that the software will be compatible with these standards:

- Desktop Operating Systems: Windows 10/11 Professional/Enterprise
- Servers:
  Windows Server 2019 and above running on Hyper-V or Azure.
  Microsoft SQL Server 2019 and above or Azure SQL
- User access: Single Sign-On (SSO) via Microsoft Windows Active Directory / Entra ID
- Multifactor Authentication (MFA/2FA) using Entra ID.
- If applicable, support for multi-session virtual desktop solutions such as Microsoft Remote Desktop, Azure Virtual Desktop or Windows 365 Cloud PC.

All elements in the technology stack shall be built with thoroughly tested, proven, and secure technologies, including the operating system, database, and application software.

The COIC maintenance shop does not currently operate tablets. Mobile devices for use by shop technicians may be procured under this agreement or separately if the awarded vendor provides minimum standards for compliant equipment.

PROJECT DRIVERS

COIC has examined its current fleet operations and has identified fundamental considerations that are driving it to focus on replacing its current fleet management system:

1. The current system is outdated and does not meet the full range of needs for public transit. It was obtained as an expedient solution meeting the narrow need for shop maintenance software, without concern for broader fleet management needs.
2. Simplify data entry for maintenance technicians so they can focus on getting vehicles back on the road and reduce time spent filling out forms.
3. Improved communication and interoperability with local partners. COIC contracts certain maintenance services through the City of Redmond, who uses AssetWorks. Easy import of records from this and other systems is desired.
4. Enhance data tracking and analysis. COIC is modernizing systems across the organization and desires fleet management to be taken out of Excel and streamlined where data reporting and analysis can be consistent.
5. Support reporting requirements to regulatory agencies like the Federal Transportation Administration.

6. Meet environmentally friendly goals and become a paperless shop.
7. Improve vehicle and equipment life-cycle analysis and replacement forecasting
8. Assist the Maintenance Shop in scheduling preventative maintenance
9. Facilitate inventory control
10. Adopt newer technology

GENERAL REQUIREMENTS

In general, the Proposer will deliver a complete and turnkey asset management solution that will include design, manufacture, testing, delivery, site preparation, installation, and assistance with associated hardware, software, communications, all system interfaces, all other system components, operations, maintenance, licenses, support, and training. This work consists of all labor, materials, tools, and equipment required for procurement and installation, as well as all bonds, permits, and insurance necessary for this project and as required by Federal and State Laws and City Ordinances, and the general mobilization of equipment required for the completion of the work as stated in the RFP Documents. The cost proposal shall include all permits and fees, as required, to perform the project, unless otherwise noted in the RFP Documents.

SOFTWARE FEATURES

Attachment A and B together provide tables depicting the features, components, and technical requirements identified in the scope for this proposal.
As a general guideline COIC would like to see the following features/modules in a fleet software solution:

- Vehicle/Equipment Asset Management
- Preventative Maintenance Scheduling/Tracking
- Work Orders – Paperless Shop
- Mechanic/Driver Tracking
- Parts Inventory
- Capital Management
- Third Party Systems Interfaces
- Reports
- Support for non-vehicle asset types

Proposer to configure the software to be ready for initial use by COIC staff.
Proposals must fully describe any software licenses required for the purchase and operation of any part of the proposed system. This shall include any per unit/user costs, the terms and conditions of use and any upgrade costs. Proposers must include with their proposal a copy of the software licensing agreement.

PROJECT MANAGEMENT AND IMPLEMENTATION

The successful bidder shall assign a single project manager dedicated and available for the entire duration of the project. The project manager will be the main contact for all communications during the implementation phase. COIC will designate an IT resource and a Fleet resource to co-manage the project and facilitate the implementation process with COIC.

The proposal response must detail the project management services that will be offered.
COIC requires that each bidder prepare a detailed implementation plan outlining the required tasks, estimated hours, responsibility, major deliverables, and timing. This plan should also outline technical support and training as part of implementation.

INTERFACES WITH THIRD PARTY SOFTWARE

It is anticipated that the fleet management software will have the ability to import data from our fuel card vendor, Carlson Oil. The fuel data is available through a fixed format file that is sent to COIC with the monthly invoices on the 1st of the following month.

Additionally, fleet software should be able to create an output file from the parts inventory to upload batch invoices or purchase orders in COIC's financial system, Sage. File specifications are available upon request. Vendors should describe any additional interoperability of note, such as the ability to import work orders completed at outside shops. COIC contracts with the City of Redmond to complete a significant number of work orders. The City of Redmond uses AssetWorks.

TRAINING, DOCUMENTATION AND SUPPORT

As part of the software purchase, COIC expects to have software maintenance, support services, and application upgrades as part of the annual maintenance costs. Upgrades and updates to the system or any component of the system shall be made available at no additional cost to COIC during the agreement period.
Support Services should include but not be limited to the following:

- Free telephone and email technical support
- Free web portal for incident reporting and tracking
- Online application documentation

Training at time of initial setup should include training for COIC system administrators and COIC staff end users. Each major functional area (maintenance, finance, etc) should be included in the training.

RELATED ITEMS MAY BE PROCURED SEPERATELY

The system provider must specify all required hardware, software, and professional services offered for the proposal. COIC may separately purchase any interoperable hardware (i.e., server and storage infrastructure, computers, mobile data terminals, bar code scanners, bar code printers).

This RFP Scope of Work is only for the installation, implementation, and training of the fleet management software solution as outlined below. COIC is optionally seeking data conversion services for asset inventory, work orders, and fuel information for all active vehicles and equipment, depending upon the conversion cost, as well as the benefit in doing so. COIC may consider a review of current business practices as part of this RFP.

ATTACHMENT A
VENDOR QUESTIONNAIRE

		CET Priority	Vendor Response	Comment or response
A	About your company			
1	Please describe your target sector	Info		
	Does your company have experience serving public transportation agencies?	Y/N		
	Does your company have experience serving municipal government agencies?	Y/N		
B	Overview of the proposed solution			
	Is a primary function of your proposed solution a CMMS (Computerized Maintenance Management System - ie, a work order ticketing system)	Y/N		
	Is a primary function of your proposed solution an asset management system (ie, capable of tracking inventory and performing basic analysis)	Y/N		
	Does the proposed system include state and federal public transit reporting compliance tools? (for example, pre-built report formats for FTA's NTD)	Y/N		
	Does the proposed system include robust, industry-standard encryption and information security safeguards?	Y/N		
	System logs and any other electronic documentation produced by this system should be made available in common, non-proprietary, license-free file formats for data portability ease of use by internal staff	Y/N		
C	General system requirements			
	Turn key/off the shelf package that allows customization options	Required		
	System needs to maintain at least seven years of history for data retention	Required		
	Robust security and encryption (describe)	Required		
	Live data in real time. Data entered by system users must be updated system-wide in real time. Third party data imports may be batch processed.	Required		
	Support for fully offline use allowing work to continue in the event of prolonged internet outages	Required		
	System health status dashboard or alerts (administrator notifications of issues with the system)	Required		
	System summary statistics available (ie, number of work orders, users, hours, etc)	Desired		
	System must have robust backup and data export features ensuring continuity through catastrophic events	Required		
	Support use on tablets (eg, iPad, Android, Surface devices)	Required		

	Support use of barcodes to scan parts in inventory, attach items to work orders, and reconcile inventory. Please describe or attach information about how the barcode system works, associated hardware and consumables, and include appropriate costs in price proposal.	Required		
	Graphical user interface featuring human-centered design	Required		
	Easy navigation between functions (work orders, vehicles, parts, etc)	Required		
	Ability to schedule routine tasks or set reminders based on user-defined criteria	Required		
	Ability to schedule preventive maintenance based on mileage, time, or fixed dates	Required		
	Ability to drill down to other modules or fields in the software (for example, go to a detailed fuel history from a vehicle overview)	Required		
	System capable of sending emails based on user-defined criteria	Required		
	Robust search capability including filtering based on field data	Required		
	Search work orders by part, employee, job task, or date	Required		
	Search parts and labor by date, vehicles, and mechanics	Required		
	Advanced search via SQL query, boolean, or similar	Desired		
	Upload images, documents	Required		
	Attach documents to assets or work orders	Required		
	Attach invoices from external vendors	Required		
	Expandible storage where applicable	Required		
	Solution functions as a single system. That is, does not require separate account to access different features, all features are interoperable where appropriate	Desired		
	Cloud-based solution	Desired		
	Data entry capable on any device featuring a modern web browser	Desired		
	Includes a testing environment segregated from live data (separate database, sandboxed test environment, etc)	Desired		
	Requires an on-premises server (provide minimum specs)	Y/N		
	Ability to operate in a virtualized server	Y/N		
	System requires installation of a program on Windows desktop devices	Y/N		
	System requires installation of an app on mobile devices (iPad, Android tablets)	Y/N		
	Manual entry option or override for data fields filled by automation (preferably restricted to advanced users)	Desired		
	Users			
	Multiple user accounts	Required		
	Multiple user role types (admin, finance, maintenance, etc)	Required		
	Administrator control over user accounts (grant/revoke role types, access)	Required		
	User access via SSO/MS Active Directory	Desired		

	Support and enable mandatory two-factor authentication (2FA) as an administrator option	Desired		
	Guest access views via sharing links (similar to sharing a Google doc with an external user)	Desired		
	Features and workflow			
	Display scheduled preventive maintenance and scheduled repairs on dashboard and vehicle overview	Required		
	Display the tracking of service requests from inception to completion with continual status indicators (open, closed, pending, backlogged)	Required		
	Ability to group, categorize, filter, and sort assets	Required		
	Reserve, schedule, and check in/out vehicles.	Optional		
	Reserve or schedule maintenance bays	Optional		
	Reserve or check in/out equipment	Optional		
	Ability to create questionnaires/checklists to be completed when checking in/out an item, such as recording mileage or providing condition reports	Required		
	Templates available to speed the addition of new assets	Desired		
	Error checking for data quality on entry (ie, alert if a user enters 1000 gallons instead of 10) (please describe)	Required		
	Quick search for vehicles by fleet number, plate, VIN, year, make, or model	Required		
	Ability to import records from other systems	Desired		
	Ability to import records from CSV	Desired		
	Ability to manually adjust imported records	Required		
	Ability to batch process invoices and receipts	Required		
	Ability to track expenses	Desired		
	Ability to track all aspects of the repair history	Required		
	Ability to manage recalls and bulletins	Optional		
	Parent/child capability to track associated equipment attached to vehicles/assets	Desired		
	System must allow asset transfer from one fleet asset to another	Desired		
	Track special order items within work orders	Desired		
	Vehicle assets			
	Please list the total number of attributes, including user defined fields supported in your system	Info		
	System must track licensing, registration, plate management, license renewal, etc	Required		
	System able to schedule license tab renewal (scheduled reminder/alert)	Desired		
	System should provide tracking of vehicles from cradle to grave (including retirement auction and amount received)	Required		

	System should have a robust Incident and Accident management tracking system with the capability to store or link to photos, accident reports, estimates, etc. The expenses for accident repairs should be able to be separated from general repairs. If the vehicle is removed from service the disposal details (salvage value, date of disposal, etc) need to be captured in the system. Reporting capability must exist to track number of incidents and related costs with ability to break down to the department and vehicle levels.	Required		
	System must have tire management, including odometer when mounted, tire position, etc	Required		
	Track/display associated parts specific to vehicle (tire size, filter types, lights, brakes, etc)	Desired		
	Vehicle overview			
	Desired fields in this section may be satisfied with custom, user-defined field types where pre-built field entries are not available.			
	COIC Asset Number	Required		
	ODOT Asset Number	Required		
	Vehicle year	Required		
	Chassis Make	Required		
	Body Make	Required		
	VIN	Required		
	License plate	Required		
	Status (active, sold, etc)	Required		
	Vehicle Condition (latest condition report at a glance, links to report)	Required		
	Purchase Date	Required		
	In-Service Date	Desired		
	Sold Date	Desired		
	Sold Value	Desired		
	Title Holder	Required		
	Funding Source	Required		
	Fund Type	Required		
	Original Value (OPTIS)	Required		
	Agreement Number/s (multiple entry)	Required		
	ODOT Category	Required		
	FTA Category	Required		
	Gross Vehicle Weight	Required		
	Federal Useful Life Years	Required		
	Useful Life Miles	Required		
	Replacement Authorized via Grant? (Y/N/comment)	Required		
	Mode (DR/DO, MB/PT, etc)	Required		
	Service Area (Bend/Rural)	Required		
	Eligible to be replaced? (Y/N/comment)	Required		
	Seat Configuration	Required		
	Lift Capacity (eg, 34" W x 70" H 800 lbs)	Required		
	First Aid Kits (install date, expiration date)	Required		

	Software Update (date updated, version number; multiple entries or fields under this section, eg, Passio, Ecolane, etc)	Desired		
	Connected services (multiple entry)	Desired		
	Networking Details	Required		
	Fuel Type, Capacity	Required		
	Wheelchair Lift: make, model, year	Required		
	Photo/document attachments	Required		
	Warranty tracking: parts and service	Required		
	Additional user-defined fields able to be created by a COIC administrator	Desired		
	GPS History	Optional		
	Vehicle details			
	Engine: Make, Model, Serial #, Cylinders, Liters, Horsepower	Required		
	Transmission: make, model, serial #, code, PTO	Required		
	Brakes, front and rear: pads, rotors, shoes, drums, brake chambers, slack	Required		
	Axle, front and rear: make, model, capacity, code	Required		
	Tires: Brand, size, ply, PSI	Required		
	Wheelbase	Required		
	Steering	Required		
	Oil part number and quart capacity	Required		
	Transmission fluid part number and quart capacity	Required		
	Fuel tank capacity, vehicle average MPG	Required		
	Service Notes	Required		
	Ability to assign an unlimited number of child assets to a vehicle (radio, fare readers, etc)	Required		
	Work orders			
	Use of VMRS codes for work orders	Required		
	Easy drill down to parts inventory to attach parts to work orders	Required		
	Attach parts to work order using bar code scans	Desired		
	Must include a work order priority status	Required		
	Ability to create checklists and activities as part of work order	Desired		
	Ability to add multiple preventive maintenance items to work order	Required		
	Ability to create, name, save, and re-use work order templates	Desired		
	Alert if parts on work order are not in stock	Desired		
	Track active work hours on work orders	Required		
	Track clock-in/clock-out time for staff on work orders	Desired		
	Ability to track multiple employees on the same job to gain full cost of work on work order (Example: A bus windshield may take up to 5 people to install. All 5 employees would be able to be associated with the single Work Order with each person's time tracked separately)	Desired		
	The mechanic can clock off a job prior to its completion, start another job, then clock back on a previous job. The system will accumulate the total time spent	Desired		

	The system is tracking the actual time spent on the job versus the estimated time. The program is keeping all records up-to-date and accurate in real-time	Desired		
	Tracking and reporting COIC force accounts and vendor furnished labor, equipment, material, and operating costs	Desired		
	Special order parts reminders	Desired		
	Outside vendor tracking, including contact information and costs	Required		
	Ability to mark up/adjust prices as needed on individual work orders	Required		
	Ability to print work order in a variety of customizable layouts	Required		
	Parts inventory			
	Ability to track/show part number changes as new part numbers supercede older part numbers or replacement items	Desired		
	Auto-reorder capabilities or at minimum low inventory alerts	Required		
	Ability to dispose the asset or move the part from inventory	Required		
	Ability to use barcode scanners to add new inventory to system	Desired		
	Ability to track consumables (oil, fluids, etc)	Desired		
	Ability to print barcodes on demand	Desired		
	Other assets			
	Non-vehicle assets can have condition reports	Desired		
	Non-vehicle assets can have work orders	Desired		
	Total number of non-vehicle assets supported on proposed plan (if priced per asset or tiered)	Info		
	Reporting and analysis			
	Job proficiency tracking/ standard times, and labor reporting by Work Order, job type, vehicle type, and by mechanic	Required		
	Total inventory values by designated inventory type available via a monthly report.	Required		
	Daily inventory receiving list and issuing report	Required		
	Track useful tire and vehicle life cycles	Required		
	Ability to run audit reports in each module	Required		
	Ability to store invoices	Desired		
	Invoice system should include price per quantity, number of quantities delivered, total invoice, invoice date, vendor, approval, etc	Required		
	All reports should be customizable to a user-defined date range, with preset options available (eg, last month, YTD, etc)	Required		
	Repair history reports that can be sorted by vehicle and a range of repair codes.	Required		
	User customizable reports, allowing fields to be reordered, added, or sorted	Desired		
	Admin customizable report formatting	Desired		

	Reporting capabilities shall assist COIC in addressing various elements of the Governmental Accounting Standards Board Statement 34 (i.e., condition assessments)	Desired		
	System shall support the use of assets for CIP budgeting and planning, rehabilitation and replacement and preventative maintenance using fields such as condition, acquisition date, initial cost, expected life, residual value, salvage value, depreciation rate, type, amount, etc., to allow for a complete description of the infrastructure asset.	Desired		
	Interoperability			
	Ability to interface with ___ finance system	Desired		
	Ability to interface with ___ system for fuel tracking	Desired		
	Ability to interface with EV charging systems to track consumption	Desired		
	Automated odometer entry per vehicle imported from fuel system, AVL application, or other application	Desired		
	Ability to integrate with a document management system for storage of external records	Desired		
	Ability to interface with third party asset management/work order systems. Example: Importing a work order from a different shop. (describe)	Desired		
	Export records to non-proprietary formats (csv, PDF, etc)	Required		
	Sharing links for work orders or parts	Desired		
	Fully digital requisition, approval, purchasing, fulfillment, and reconciliation system for all agency purchases. Digitally tie to Purchase Order, Work Order with general ledger numbers and task grant numbers via API integration or import/export of information with API being the preferred method.	Optional		
	Database Management & Setup			
	Establish a new instance with a single database	Optional		
	Data conversion and import from existing system	Optional		
	Excel data mapping. Allows non-technical staff to review database fields without requiring knowledge of SQL.	Optional		
	Implementation Training			
	Include clear documentation of all products and services included in offering	Required		
	Include hard copy of basic system support information for troubleshooting while offline or in the field.	Required		
	Hold a training coordination meeting with CET project manager to align needs, scheduling for staff training.	Required		
	Administrative user training to be held before system go live.	Required		
	Staff user training. Training aimed at front line workers using the system. May be train-the-trainer rather than classroom format.	Required		
	Support			

	Must have a future upgrade path for all components (hardware and software) and must be supportable for the entire term of the Agreement	Required		
	Describe the upgrade cycle for major feature upgrades and minor security updates	Info		
	Describe any routine or periodic maintenance that must be carried out by COIC staff	Info		
	Qualified technical support staff available by phone to assist COIC users during normal business hours (Pacific time)	Required		
	Describe after hours support availability	Info		

EXHIBT A
VENDOR PRICE PROPOSAL

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
DELIVERY SCHEDULE

Project Element Description	Delivery Schedule Date
System Installation (software)	
Upload of asset data	
Final Acceptance Testing	
System Acceptance	

EXHIBIT D
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 know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if 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 E
RECEIPT OF ADDENDA

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

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

EXHIBIT F
FORMAL OFFER SHEET

The undersigned proposer submits this proposal in response to COIC's Request for Proposal # CET 23-05 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: _____
_____
_____

Phone: _____

Date: _____

Authorized Signature: _____

Signer's Title: _____

EXHIBIT G
OREGON STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, COIC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.

B. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.

C. Contractor shall, upon demand, furnish to COIC, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to COIC thirty (30) days prior to cancellation of said coverage.

D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.

G. Contractor shall:

G.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against COIC on account of any labor or material furnished; and,

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The Contractor shall promptly as due, make payment to any person, co- partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or Agreement for the purpose of providing or paying for such service.

I. The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

K. Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

EXHIBIT H
CASCADES EAST TRANSIT

PROCUREMENT PROTEST PROCEDURES

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

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

COIC Level One Protest Procedures – General Conditions

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

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

a) Include the name, address, and telephone number of the protestor and the name of a contact person.

b) Identify the number, date, and description of the solicitation.

c) Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified.

d) Indicate the ruling or relief desired from COIC.

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

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

b) COIC determines the protest raised issues significant to a procurement practice or procedure.

c) COIC is directed by a relevant grantee to either consider or reconsider a protest.

d) A court of competent jurisdiction expresses interest in COIC's decision.

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

Confidentiality

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

Furnishing of Information on Protests

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

a) Any other documents that pertain to the protest, including correspondence with the bidders.

b) A statement by COIC explaining its actions and the reasons for them.

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

Withholding of Award

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

a) The items to be procured are urgently required;

b) Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or,

c) Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to COIC or other local, state, or federal governments.

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

Protest Review – Level One

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

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

a) Copies of all relevant documents;

b) A copy of the invitation for bid or request for proposal, including pertinent provisions of the specifications; and,

c) A copy of the abstract of bids.

Protest Review – Level Two

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

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

The Executive Director has the authority to make the final decision on all protests. The Executive Director shall issue in writing, COIC's final determination of the reconsidered protest within five (5) days of the administrative hearing. The appellate process ends with the Executive Director's decision; however, the aggrieved party has those remedies afforded by the state courts.

Effect of Judicial Proceedings

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

EXHIBIT I
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 J
CONTRACTOR INSURANCE REQUIREMENTS

GENERAL.

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

TYPES AND AMOUNTS.

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

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

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

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

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

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's

acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

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

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

EXHIBIT K
FTA REGULATIONS AND REQUIRED THIRD PARTY 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,

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. TERMINATION
2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

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 compete 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 did the Contractor charge 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 or 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.

9. 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 ay 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.

10. 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 CFR Part 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

11. 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 Executive 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 Executive 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 Executive 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 of 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.

12. 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.

13. 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.

14. 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.

16 & 17. Davis-Bacon and Copeland Anti-Kickback Acts
40 USC 3145(a),
29 CFR 5.2(h),
49 CFR 18.36(i)(5)
29 CFR 5.5(a)
Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [insert name of grantee] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [insert name of grantee] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents

(Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 U.S.C. §§ 3701 et seq
29 C.F.R. Part 5

The Contractor agrees to comply with and shall assure compliance of all subcontractors with applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq, and implementing USDOL regulations, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

e. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

19. BONDING
FTA C 4220.1F

Construction—Special Requirements. The following Federal laws and regulations impose requirements that may affect FTA assisted construction projects:

(1) Bonding. The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (see, Chapter II, Subsection 3.b) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

(a) Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

(b) Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

(c) Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

1 Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,

2 More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or

3 More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

(d) Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), http://fms.treas.gov/c570/c570.html. FTA encourages each governmental recipient to require similarly acceptable sureties.

(e) Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

(f) Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

27. 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.

28. PROMPT PAYMENT
49 CFR § 26.29

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.

30. 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.

31. VETERANS EMPLOYMENT
49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, Contractor agrees that it: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and b. Contractor also assures that its sub-recipients will: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.