CENTRAL OREGON INTERGOVERNMENTAL COUNCIL REQUEST FOR PROPOSAL (RFP) FOR

ON-SITE SECURITY SERVICES

RFP Number: CET 25-01

Release Date: May 21st2025

Response to Requests for changes/clarification June 4th, 2025 @ 5:00 p.m

Response to requests for changes/clarification Deadline: June 11th, 2025 @ 5:00 pm PT

Closing Date: June 27th, 2025 - Time: 2:00 pm PT

Expected Start Date of Contract: September 1, 2025

Central Oregon Intergovernmental Council 1250 NE Bear Creek Rd. Bend, Oregon 97701

DESCRIPTION OF WORK:

The Central Oregon Intergovernmental Council, hereinafter referred to as "COIC" and "FTA Recipient", intends to enter into a contract with the successful proposer to provide on-site security services. COIC is asking for proposals for unarmed services.

For additional information about the Central Oregon Intergovernmental Council and its services, please refer to the COIC website at www.coic.org. For additional information about Cascades East Transit and its services, please refer to the CET website at www.cascadeseasttransit.org.

PROPOSAL VALIDITY PERIOD: One hundred twenty (120) days after the closing date.

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Section 1 - Proposal Requirements and Conditions

1.1 Sealed proposals will be received until 2:00 p.m. PT, June 20, 2025, at the COIC administrative office; 1250 NE Bear Creek Rd., Bend, Oregon 97701. Proposals mailed must be received at COIC prior to the closing date and time. Each proposal should indicate on the outside of the envelope/package the name of the Proposer, the RFP title, and the words "PROPOSAL RFP CET 25-01" on the front lower left-hand side. 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, or request a change to the RFP by submitting a written request to the address, fax, or email listed below.

Central Oregon Intergovernmental Council
Attn: COIC RFP CET 25-01
1250 NE Bear Creek Rd. Bend, Oregon 97701
E-mail: procurement@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. The deadline for requested changes must be submitted by the date provided in section 1.3 herein, or a date provided on a subsequent Addendum. COIC may decline to respond to questions or change requests received after this deadline.

1.4 COIC shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change. Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the 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 that you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure”. Where authorized by law, and at its sole discretion, COIC will endeavor to resist disclosure of properly identified portions of the proposals.

1.7 The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

1.8 COIC reserves the right to analyze, examine, and interpret any proposal for a period of not more than one hundred twenty (120) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a one hundred twenty (120) 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 the Executive Coordinator has physically received it. Delays due to mail handling, including but not limited to COIC's internal mail handling, will not excuse late delivery of a proposal.

1.10 A single 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 does not anticipate multiple contract awards as a result of this solicitation.

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 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 Executive Coordinator of any ambiguity, inconsistency, or error that they discover upon examination of the Contract Documents (see section 1.3).

1.15 Proposers are cautioned that the rules and regulations under the State of Oregon may be stricter than other jurisdictions. Compliance with all applicable regulations and laws is the responsibility of the selected CONTRACTOR.

1.16 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

1.17 [This section was intentionally left blank].

1.18 Proposers are cautioned that the item descriptions on the price form are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Proposer must consult the Specifications or Statement of Work sections of the solicitation document for complete descriptions of the required supplies or services.

1.19 This contract is funded in part by a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This procurement and contract is subject to all applicable federal laws and regulations relating to, and third party contract provisions prescribed by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit E, which is attached to and made a part of this contract.

A CONTRACTOR providing armed security service must comply with the Federal Transit Administration Drug and Alcohol Regulations. (see Exhibit E and Attachment 4). COIC reserves the right to audit CONTRACTOR'S drug and alcohol program documentation as set forth under the Audit and Inspection of Records clause of this contract to ensure compliance.

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 Executive Director'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 the Proposal Protest Procedures of COIC's Contracting Procedures. Copies of COIC's Protest Procedures are available upon request from COIC at the address listed under section 1.3.

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

1.24 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in any of the following:

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.
6.

1.25 COIC will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful Proposer's initial proposal and/or best and final offer.

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

Issue RFP	May 21st, 2025
Request for changes/clarification Deadline	June 4th, 2025 @ 5:00 p.m.
Response to Requests for changes/clarification	June 11th, 2025 @ 5:00 p.m.
Proposal Submission Deadline	June 27th, 2025 @ 5:00 p.m.
Notice of Intent	July 9th, 2025 @ 5:00 p.m.
Contract Start Date	September 1st, 2025

1.27 **Submission Procedure-** Technical Proposals must be submitted separately from Price Proposals. Proposals are to be submitted as listed below:

1. One Envelope – clearly marked as "**TECHNICAL PROPOSAL**"
2. Envelope from item 1. above shall include (1) original unbound Technical Proposal– clearly marked as "**ORIGINAL**" plus four (4) copies of technical proposals.
3. One (1) electronic PDF version of the technical proposal on a USB flash drive.
4. One Envelope – clearly marked as "**PRICE PROPOSAL**"
5. Envelope from item 4. above shall include (1) original unbound Price Proposal– clearly marked as "**ORIGINAL**" plus four (4) copies of Price Proposals.
6. In the event of any conflicts between the paper copy marked "ORIGINAL" and the electronic copy, the paper copy marked "ORIGINAL" will prevail.

Section 2 - Proposal Evaluation and Criteria

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. Proposers are cautioned not to minimize the importance of an adequate response in any area.

2.2 COIC will consider all of the Proposer's materials to determine whether the Proposer's proposal is in compliance with the terms and conditions set forth in this RFP. Proposers

must submit all required information in the manner described, unless otherwise waived in writing by COIC, in order for the Proposal to be considered responsive. CONTRACTOR is, and shall at all times be, deemed to be an independent contractor, as defined by ORS 670.600. Any exceptions, conditions, reservations, or understandings that are explicitly stated on the required form “Form for Proposal Deviation” in Exhibit P will be evaluated for their acceptability. Unacceptable exceptions, conditions, reservations, or understandings, if not withdrawn by the Proposer upon request by COIC, would be cause for the proposal to be rejected.

2.3 At a minimum, the items described in each section below shall be addressed. Points will be awarded based on the Proposer’s response that is relevant to COIC’s needs. Provide the following information:

2.3.1 Technical Proposal – Qualifications of the Proposer and Staff (25 Points)

1) Introduction: Provide an introduction of the Proposer, and/or introduction of all members who may be involved in this contract. Describe the security experience of the Proposer, the Proposer’s overall mission statement, length of time in the security sector, ownership, the location of the office, telephone number, email address, website address, and other information the Proposer might deem pertinent and introductory in nature. Report other names the agency may have held over the past ten years. Company resumes are acceptable as long as all information requested is provided. A primary contact person for solicitation purposes with office address, phone number, email address, and fax number must be included.

2) Qualifications of the Proposer: The Proposer shall provide its history, experience, and past performance relevant to safety and security needs, including but not limited to, a description of the Proposer's direct experience which is similar in nature, scope, and complexity to that required by this contract. This section may also describe safety and security practices performed at other similar unnamed locations, along with lessons learned and best practices.

3) Qualifications of the On-Site Team: This section shall contain the Proposer’s staffing and organizational plan, which shall identify the Manager and other key personnel who will be assigned to the On-Site Team under this contract. This section shall also contain the Resumes, with direct qualifications, experience, and training, of each individual of the On-Site team. Resumes must be complete and concise, including, at a minimum, education, training, and relevant degrees and certificates earned.

Proposer is required to provide three professional references.

2.3.2 Technical Proposal – Staffing & Work Plan (25 Points)

Points will be awarded based on the Proposer’s understanding of the Scope of Work and the appropriateness applied to safety and security practices at a transit (or like) facility. The Proposer shall address common situations and altercations they envision occurring throughout the duration of the contract, and how to appropriately address these types of situations. Excessively wordy or repetitive

responses are not advantageous. The responses should be in the same order in which the information is requested below. Provide the following information:

1. Project Overview: Provide a 1-3 page overview of how the Proposer proposes to accomplish the tasks described in the Technical Specifications / Scope of Work sections. How does the Proposer propose to manage the responsibilities and requirements outlined in the Scope?

2. Scope of Work: Provide a description of how the Proposer proposes to accomplish the tasks described within the Technical Specifications / Scope of Work sections.

3. On-site Patrol: Describe the staffing and scheduling needed for patrolling and securing Hawthorne Station (COIC's transit hub facility). Describe how work would be organized between officers, including rotational assignments. Describe the new hire and ongoing training programs, including the number of hours spent in training and the evaluation tools used to ensure the effectiveness of the training. Describe training specific to customer service, including, but not limited to, confronting and/or handling difficult or sensitive passenger situations, passenger sensitivity, and general transient behavior.

4. Flexibility and Discretion: Describe the Proposer's ability to handle a spectrum of safety-related issues common at transit hub locations, which should include de-escalation practices.

5. Drug and Alcohol: Describe the Proposer's current drug and alcohol program procedures. If the current drug and alcohol program is not compliant with the requirements of 49 CFR Parts 653, 654, and 40, a description of how the program would be brought into compliance prior to the service start date is required.

6. Record Keeping: Describe record-keeping procedures and processes that meet COIC requirements for accurate records.

2.3.3 [RESERVED].

2.3.4 [RESERVED]

2.3.5 Technical Proposal - Exceptions or Deviations (Zero to Minus 15 Points):

This section shall contain any exceptions or deviations from the requirements set forth in the RFP. Technical exceptions or deviations shall be segregated from exceptions or deviations to the contractual terms and conditions. Where the Proposer wishes to propose alternative technical approaches, these alternatives shall be listed and thoroughly explained.

2.3.6 Price Proposal/Cost (50 Points)

Points will be mathematically calculated based upon the reasonableness of the proposed total cost for years 1-5 on Exhibit A (hereinafter referred to as "price") for the work to be performed and the competitiveness of the price with other

proposals received. The Proposal pricing shall be submitted in a sealed envelope, separate and apart from the proposal document, and must be clearly marked "PRICE PROPOSAL – CET 20-9". Please include an original and four (4) copies in the sealed envelope. Include the Proposer's name on the price proposal envelope

2.4 EVALUATION PROCEDURE

2.4.1 An Evaluation Committee will be appointed by the Fleet/Facilities Manager or designee to evaluate proposals.

2.4.2 An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met, will be undertaken, and COIC staff will reject as nonresponsive any proposal that does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.

2.4.3 Only those proposals determined by the committee to be within the competitive range will be considered for award. The committee will determine which proposals are within the competitive range in accordance with the evaluation criteria and points set forth under the "PROPOSAL EVALUATION CRITERIA" section.

2.4.4 The Evaluation Committee shall recommend contract award to the responsible Proposer submitting a responsive Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee.

2.4.5 The successful Proposer must equal or exceed the FTA specified General Standards of Bidder Responsibility criteria set forth in Exhibit P and be able to show evidence of the 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.

2.4.7 COIC reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.

2.4.8 If the committee elects to enter into discussions with responsive Proposers, each responsive Proposer remaining within the competitive range at the close of discussions/negotiations will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)." 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.

2.4.9 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 that are considered necessary for the successful performance of the work. Proposers shall provide three similar service references.

2.4.10 COIC will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful Proposer's initial proposal and/or best and final offer.

2.4.11 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.

2.4.12 If only one proposal is received in response to this RFP and it is found by the 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 the 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 the 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 thereof shall not obligate the COIC to accept such a single proposal, and the COIC may reject such a proposal at its sole discretion.

2.4.13 COIC's Executive Director, or designee, shall have full authority over COIC's source selection and decision to award.

2.4.14 COIC shall provide all proposers with a written notice of intent to award. Any work performed or expenses incurred by the CONTRACTOR prior to full execution of an agreement shall be entirely at the CONTRACTOR'S risk.

2.4.15 If the successful Proposer refuses or fails to execute the Agreement, COIC may award the Agreement to the second most successful Proposer. Such an award will normally be made within sixty (60) days after the opening of proposals. If the

second most responsible proposer refuses or fails to execute the Agreement, COIC may award the Agreement to the third most successful Proposer. Such an award will normally be made within seventy-five (75) days after the opening of proposals. The above time period may be changed by an Agreement between COIC and the proposer concerned.

2.4.16 COIC reserves the right to withdraw the RFP altogether if it is in the best interest of COIC to do so.

2.4.17 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 profitand-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 the Proposer fails to promptly 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 137-0470640(1)(c)(F), shall render the Proposer non-responsible and shall constitute grounds for Proposal Rejection.

Section 3 - GENERAL PROVISIONS

3.1 Unless terminated sooner under the provisions of this contract, the base term of the Contract shall be two (2) years. COIC shall have an option to extend the Contract for up to three additional years, in intervals of one (1) or more years. In order to exercise the option to extend the Contract, COIC shall provide written notice to the Contractor at least 60 days prior to the expiration of the existing Contract or option term. Type of Contract: Compensation for this contract will be based upon a combination of a per lock-up fee and a service hour rate.

3.2 COIC will pay CONTRACTOR the unit prices set forth in this contract. The units are defined as site lock-ups and Service Hours. The quantities of the services specified are estimates only and are not purchased by this contract. COIC is not obligated to purchase services of the type covered by this contract exclusively from CONTRACTOR. Except as this contract may otherwise provide, quantity variance between “estimated Revenue Service Hours” and actual Revenue Service Hours shall not constitute the basis for an equitable price adjustment.

3.3 No reimbursement of costs shall be made beyond that set forth in the Offer Forms. All costs beyond those set forth in the Offer forms shall require the prior written approval of COIC’s Transportation Director or designee.

3.4 COIC shall pay the CONTRACTOR as described in Attachment 6, Compensation Schedule. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council
Attn: Accounts Payable
1250 Bear Creek Road
Bend, OR 97701
accounting@coic.org

Failure to strictly 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 described in section 11 within Exhibit E, or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
2. Records relating to disputes, litigation, or the settlement of claims arising under or relating to this contract shall be made available until such disputes, litigation, or claims are finally resolved.
3. The CONTRACTOR shall insert a clause containing all the terms of this clause in all subcontracts under this contract that exceed $100,000.

3.8 The CONTRACTOR shall perform no services pursuant to the contract, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond, or other acceptable security to COIC, such bond executed by CONTRACTOR and a surety company licensed to do business as such in the State of Oregon, shall be in the amount of $200,000, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of the contract, or that the face amount of such bond shall be forfeited to COIC.

The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date, provided, however, that such bond must remain in full force and effect from and after the date COIC makes any demands for payment on the bond until COIC releases such claim. Provision of such a bond or its equivalent, approved by COIC, is a material covenant of the contract. COIC shall not approve any security that is not unconditionally payable to COIC upon COIC's demand.

CONTRACTOR shall be permitted to substitute COIC-designated securities for any money withheld by COIC to ensure performance under the contract. The right of substitution shall be exercised in the manner and subject to the conditions specified herein.

3.9 To the fullest extent permitted by law, CONTRACTOR agrees to fully 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.

3.9.2 The CONTRACTOR shall hold the sole source of liability and physical damage coverage for the COIC properties. CONTRACTOR agrees to indemnify, hold harmless, and defend COIC for any losses or claims arising out of their operations and use by a CONTRACTOR employee. The CONTRACTOR also waives any subrogation against COIC and COIC's agents, representatives, officers, and employees.

3.10 It is understood and acknowledged that the 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 the COIC to any contracts or other obligations. CONTRACTOR is not an agent or employee of the 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 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, 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 that 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 addition, the CONTRACTOR agrees to comply with the FTA contract clauses attached hereto and incorporated by reference herein. In the event of any conflict between the provisions of this contract and the foregoing state statutes, the state statutes shall control. In the event of any conflict between this contract and the FTA contract clauses, the FTA contract clauses shall control. Not every requirement of the foregoing state statutes or the FTA contract clauses 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 and FTA contract clauses 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’S when performing certain work on behalf of COIC under contract, and 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 on account 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 Agreement and all exhibits, addenda, and documents incorporated by reference herein constitute the full and complete understanding of the parties and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereto. The Agreement may only be modified by a written instrument signed by both parties hereto. COIC reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

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 Termination for Convenience**:** COIC, by written notice, may terminate this contract, in whole or in part, when it is in COIC's best interest. If this contract is terminated, the COIC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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. 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.

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 a 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 All work product of CONTRACTOR that results from this contract (the “Work Product”) is the exclusive property of COIC. Work Product shall include, but not be limited to, all data, information in any form, documents, research, analysis, and any other work subject to intellectual property laws and doctrines. COIC and CONTRACTOR intend that such Work Product be deemed “work for hire,” of which COIC shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” CONTRACTOR hereby irrevocably assigns to COIC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. CONTRACTOR shall execute such further documents and instruments as COIC may reasonably request in order to fully document such vested rights in COIC. CONTRACTOR forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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 U.S. 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.

3.22.3 Where COIC has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of CONTRACTOR's business, COIC may, by written request by any of the above-named officers, require that custody of such records and documents shall be maintained by COIC. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successorin-interest during regular business hours.

3.23 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under the 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 the 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 contract may be funded in part by a financial assistance agreement between COIC and the State of Oregon or through one of its Statewide Transportation Improvement

Fund qualifying entities. This procurement and contract is subject to all applicable laws and regulations relating to, and contract provisions prescribed by that financial assistance agreement, including, but not necessarily limited to, the State of Oregon Terms and Conditions provisions in Exhibit S, which is attached to and made a part of this contract.

3.27 This contract is funded in part by a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This procurement and contract is subject to all applicable federal laws and regulations relating to, and third party contract provisions prescribed by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit E, which is attached to and made a part of this contract.

3.28 The CONTRACTOR shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on COIC-owned or leased property. If the CONTRACTOR's failure to use reasonable care causes damage to any of this property, the CONTRACTOR shall replace or repair the damage at no expense to COIC as the Transportation Director or designee directs. If the CONTRACTOR fails or refuses to make such repair or replacement, the CONTRACTOR shall be liable for the cost, which may be deducted from the contract price.

3.29 Continuity of Services

1. The CONTRACTOR recognizes that the services under this contract are vital to COIC and must be continued without interruption and that, upon contract expiration, a successor, either COIC or another CONTRACTOR, may continue them. The CONTRACTOR agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
2. The CONTRACTOR shall, upon the Transportation Director's, or designee's, writtennotice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The CONTRACTOR shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
3. The CONTRACTOR shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the service required by this contract. The CONTRACTOR also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the CONTRACTOR shall release them at a mutually agreeable date and negotiate a transfer of the earned fringe benefits to the successor.

3.30 If the project funding drops, COIC retains the right to modify or terminate this contract at the end of the then-current fiscal year as required. Nothing in this contract shall be deemed in any way to obligate COIC beyond the current fiscal year.

3.31 Definition: "Services", as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

3.31.1 The CONTRACTOR shall provide and maintain an inspection system acceptable to COIC covering the services under this contract. Complete records of all inspection work performed by the CONTRACTOR shall be maintained and made available to COIC during contract performance and for as long afterwards as the contract requires.

3.31.2 COIC has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. COIC shall perform inspections and tests in a manner that will not unduly delay the work.

3.31.3 If any of the supplies or services do not conform to contract requirements, COIC may require the CONTRACTOR to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, COIC may (1) require the CONTRACTOR to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

3.31.4 If the CONTRACTOR fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, COIC may (1) by contract or otherwise, perform the services and charge to the CONTRACTOR any cost incurred by COIC or (2) terminate the contract for default.

3.32 [This section was intentionally left blank].

3.33 CONTRACTOR will obtain and maintain insurance policies that provide for adequate coverage as detailed in Exhibit K. Coverage amounts may be modified on an annual basis to comply with State or Federal requirements. Contractor will have workers' compensation insurance in the form and amount sufficient to satisfy the requirements of applicable Oregon law. CONTRACTOR shall indemnify and hold harmless COIC, its directors, officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by COIC 's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or 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 COIC accepted or approved any service or work product performed or provided by CONTRACTOR hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to COIC's negligence or willful misconduct, COIC shall pay the portion of damages which is allocated to COIC's negligence or willful misconduct, provided that COIC shall not be liable for any passive negligence of COIC, its officers or employees in

reviewing, accepting or approving any service or work product performed or provided by CONTRACTOR.

3.34 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, subconsultants, 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. All notices and other communications concerning this contract shall be written in English and shall bear the contract number assigned by COIC. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified, or registered mail.

3.34.1 A notice to COIC will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this contract, b) the Notice to Proceed under this contract, or c) to another individual specifically designated by this contract. A notice to the CONTRACTOR shall be effective if it is delivered to the individual who signed this contract on behalf of CONTRACTOR at the address shown with that signature, to a corporate officer if CONTRACTOR is a corporation, to a general partner if CONTRACTOR is a partnership, or to another individual designated in writing by the CONTRACTOR in the contract or in a written notice to COIC.

3.35 The quantities specified in the RFP document are estimates only, used as a basis to determine award of contract, and are not purchased hereby.

3.36 CONTRACTOR shall perform all services in the most highly professional manner and in accordance with industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry.

3.36.1 Failure to meet the performance requirements of this contract shall constitute breach of contract.

3.37 CONTRACTOR shall not assign any of its rights or subcontract any of its responsibilities under this contract without the prior written consent of COIC. COIC shall have sole discretion to decide whether to give such consent. CONTRACTOR shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. CONTRACTOR shall provide all necessary plans, specifications, and instructions to its suppliers and Sub-CONTRACTORS to enable them to properly perform their work.

3.37.1 The prime CONTRACTOR agrees to pay each SUB-CONTRACTOR under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime CONTRACTOR receives from COIC. The prime CONTRACTOR agrees further to return retainage payments to each SUBCONTRACTOR within 10 days after the SUBCONTRACTOR'S 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 COIC.

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

3.39 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.

3.40 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.

3.41 The selected vendor must have a business license to operate prior to signing a contract with COIC/CET and must have the required insurance coverage in place and effective prior to the start of service delivery

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

3.43 Permits to Operate: At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any Federal, State or Local agency to enable CONTRACTOR to perform Agreement, and shall provide copies of all such documents or entitlements to COIC when received by CONTRACTOR.

3.44 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 the Agreement that address the issue.

CONTRACTOR shall correct the deficiency within reasonable time limits specified by COIC, not to exceed 30 days unless agreed to in advance by COIC in writing.

3.45 Force Majeure: The Contractor will not be liable for any failure to perform if acceptable evidence has been submitted in writing to COIC that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

Examples of such causes include Acts of God, civil disturbances, fire, war, or floods, but do not include labor-related incidents, such as strikes or work stoppages.

3.45.1 REPLACEMENT SERVICES

a) In the event that the Contractor is unable, due to a strike, work stoppage, orother event not caused by COIC to provide services in full compliance with the requirements of the Contract, then COIC may obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). COIC may utilize such replacement service as a substitute for all or any part of the Contractor’s services and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Contract. Prior to implementing replacement services, COIC shall notify the Contractor in writing.

b) If COIC utilizes replacement services under this Section, the Contractor shallbe liable to COIC for the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services, including any expenses (including internal administrative costs) incurred by COIC in soliciting and obtaining those services. In addition, the only compensation payable to the Contractor by COIC during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor.

c) No term or provision of the Contract shall be deemed to be waived and no default excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No waiver shall be construed to waive any subsequent or different default under the Contract. CONTRACTOR shall not be charged, nor shall COIC demand from CONTRACTOR damages because of failure in providing the services indicated in the Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of public enemies, military attack and/or other actions, fires, floods, snow storms, earthquakes, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

3.45.2 CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

3.45.3 Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the Agreement, CONTRACTOR, on a timely basis, shall notify COIC of the facts and, thereafter, shall report to COIC all relevant information then known to CONTRACTOR, and shall

continue to so report. In the event that the CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall coordinate with COIC before making any public notification, including, but not limited to, local newspapers, local radio, or television stations.

3.46 [RESERVED]

3.47 Notice: All notices shall be made by one of the following methods:

- certified US mail, postage prepaid, return receipt requested,
- shipping carrier (e.g. UPS/FedEx) or hand-delivered, to the following address:

COIC: Central Oregon Intergovernmental Council
Attn: Contract Manager
1250 NE Bear Creek Road
Bend, OR 97701
procurement@coic.org

CONTRACTOR: TBD TBD
TBD
TBD

Service of such notices shall be deemed complete six (6) business days after deposit in the US Mail or on the date delivered by shipping carrier or hand-delivered.

3.48 Precedence of Agreement Documents: In the event of a conflict or ambiguity arising between Agreement documents or any term therein, the documents shall control in the following order unless otherwise specifically set forth in this Agreement: Exhibit E of this Agreement, State of Oregon Terms and Conditions, this Agreement minus Exhibit E, the RFP as amended with subsequent Addenda and the Proposal.

3.49 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity is purchased by another entity or otherwise changes its corporate structure during the term of this Agreement, the COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.

3.50 Assignment (COIC): COIC reserves the right to assign its responsibilities under the 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 the Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.

3.51 [This section was intentionally left blank.].

3.52 Insurance Requirements: CONTRACTOR agrees to purchase and maintain the policies of insurance set forth in Exhibit K and the Scope of Work within this agreement.

Insurance, which is attached to and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by COIC's Transportation Fiscal Administrator as to form and content. These requirements are subject to amendment or waiver if so approved by the COIC's Transportation Director. CONTRACTOR agrees to provide COIC with a copy of said policies, endorsements, certificates, and/or binders before work commences under this AGREEMENT.

3.53 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, subcontract the Agreement, or subcharter vehicle without prior written consent from COIC.

3.54 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.

Section 4 – BACKGROUND AND OUTLINE OF TRANSIT HUB OPERATIONS

In 1972, the Central Oregon Intergovernmental Council (COIC) was designated a Council of Governments, organized under ORS 190. It provides services to the counties of Crook, Deschutes, and Jefferson and the cities of Bend, Culver, La Pine, Madras, Metolius, Prineville, Redmond, and Sisters. Offices are located throughout Central Oregon. COIC employs more than 100 people and provides services in the following areas: employment and training, alternative high school education, transportation, and community and economic development. The majority of the COIC Board is comprised of elected officials appointed by each of these member governments. Other "appointed" members of the Board are from private business, Post Secondary Education, and Chambers of Commerce. For additional information about the Central Oregon Intergovernmental Council and its services, please refer to the COIC website at: www.coic.org. Cascades East Transit, operating within the Transportation Department of COIC, is the sole public transit provider in Deschutes, Jefferson, and Crook Counties. COIC began operation of the rural system in January 2008. In September, 2010, COIC and the City of Bend completed an Intergovernmental Agreement, whereby COIC took over the Bend public transit system (formerly known as Bend Area Transit) and completed the creation of a coordinated regional system for Crook, Deschutes, and Jefferson Counties.

With the City's assistance, COIC became the designated recipient of funds for Bend services from the Federal Transit Administration (FTA), an agency of the United States Department of Transportation. COIC operates under the Rules and Regulations of the United States Department of Transportation through its Federal Transit Administration, applicable Oregon Codes, and local city and county ordinances and regulations.

Cascades East Transit's Bend fixed route and Bend Dial A Ride services are provided to meet the general and specialized travel needs, respectively, of the community.

Hawthorne Station, located at 334 NE Hawthorne Avenue in Bend, Oregon, is the region's intermodal transportation hub. It is the central hub of CET's fixed route system, and has a number of Bend Dial-A-Ride buses, private inter-city carrier buses/coaches, inter-city buses from other transit agencies outside of Central Oregon, and local cabs stopping at the facility as well. This hub

provides a means for the public to purchase tickets, obtain schedules, use the public restrooms, and queue while waiting for a bus.

Cascades East Transit provides these amenities to ensure a better overall customer experience; however, safety and security play a large role in the overall operation of the site. Due to the transient nature of the public transportation industry, there are incidents related to drug use, alcohol, vandalism, and overall inappropriate behavior that occur at the hub. Therefore, security services are needed to maintain safety at the site.

Currently, Hawthorne Station is patrolled by an armed security officer roughly 8 hours per weekday and 8 hours on Saturday. Patrolling is randomized both in time and in movement. Duties of the officer include asking individuals to leave the premise if not he/she is not obeying the rules, asking individuals not to smoke in non-designated smoking areas, deescalating situations from unruly passengers, removing individuals off a bus if he/she is acting inappropriately or violent, administering aid to an individual who may have overdosed, or calling for back-up if a situation cannot be controlled by one officer. Redmond/Madras is patrolled Monday through Friday, 13:30 pm to 18:30 pm. No services on Saturday and Sunday. Twice a week, patrol rides the CET bus from Redmond Hub to Madras Safeway, then to Warm Springs and back.

Redmond Hub is located at 747 SW Kalama Ave. Redmond, OR 97756

5.1 **FACILITY**

Section 5 - TECHNICAL SPECIFICATIONS

Hawthorne Station is a public transit facility. In addition to the station, the building also houses COIC administrative offices, which are separated by an access control system. Below is an aerial screenshot of the facility, including the adjacent parking lot to the north, as well as the various bus bays along 4th and Hawthorne Avenue. Surveillance of the area includes all aspects shown in this aerial.

Redmond Hub Station is a public transit facility. The building houses four bathrooms. Below is an aerial screenshot of the facility, including the adjacent parking lot to the North, as well as bus parking along Kalama Street. Surveillance of the area includes all aspects shown in the aerial.

Madras Safeway bus stop is a public transit stop allowing inner and commuter connecting routes. It is a stand-alone bus shelter. Below is an aerial screenshot of the bus shelter/stop. It is on the North side of Cedar Street.

5.2 EXCLUSION POLICY

Cascades East transit implemented an Exclusion Policy (Attachment 3), which permits CET the right to refuse service and access to transit facilities to anyone not complying with the published Rider Rules of Conduct (Attachment 3) or creating any safety instruction given by a CET employee or contracted security. Patrons excluded from CET vehicles and/or facilities have the right to appeal the decision (Attachment 3). The purpose of the Exclusion Policy is to continue providing a safe environment for all passengers and a good work environment for CET staff.

5.3 SMOKE, TOBACCO, and VAPOR CAMPUS POLICY

Cascades East Transit implemented a Smoke, Tobacco and Vapor Campus Policy to ensure that activities related to smoking are done within a certain area of Hawthorne Station (COIC's transit hub facility) This ensures that (a) the non-smoking public can have a comfortable smoke-free area to queue, and (b) cigarette butts and other materials are not thrown on the ground all over the facility.

5.4 The CONTRACTOR can recover extraordinary costs incurred to fulfill the requirements of the service contract as long as they are pre-approved by the COIC Contract Administrator. COIC asks that these requests be given to the COIC Contract

Administrator, twenty-four (24) hours in advance of the particular need. These expenses will be reimbursed through the monthly invoice. COIC reserves the right to request any and all documentation necessary in determining justified expenses.

5.5 CONTRACTOR'S failure to deliver services on time shall be a material breach of this contract. If CONTRACTOR fails to deliver services on time, COIC, at its discretion, may procure those services from another source. If the price paid by COIC for services procured from another source under this paragraph is higher than the price under this contract, CONTRACTOR shall pay COIC the difference between those prices. COIC may deduct that difference from any amount COIC owes CONTRACTOR.

Section 6 – SCOPE OF WORK

A. General

6.1 Service Provided: CONTRACTOR shall provide the services described in Attachment 1 herein.

Enforcement of COIC Polices: CONTRACTOR shall enforce all policies endorsed by COIC, which include, but are not limited to, Rider Rules of Conduct and the Smoke, Tobacco, and Vapor Campus Policy. Failure to adhere to these policies may eventually result in an Exclusion Notice given to an individual by the CONTRACTOR.

6.2 Daily Activity Reports: CONTRACTOR shall provide Daily Activity Reports specifying the actions performed by that day's officer. Daily Activity Reports should include, but is not limited to, (a) areas patrolled on foot by time stamp, (b) brief description of what was witnessed, and (c) level of current threat.

6.3 Exclusions: CONTRACTOR shall monitor the behavior of all patrons residing in and around the Hawthorne Station facility, Redmond Hub, and Madras Safeway bus shelter to include during transportation from and to connecting Rural cities.. It is the responsibility of the CONTRACTOR to determine whether a CET Exclusion Notice (described in Section 5.2), commonly known in the security industry as trespassing, should be administered based on the behavior of an individual. Determining whether to administer a CET Exclusion Notice or not will involve (a) ability to understand the situation at hand, (b) discretion, (c) repeated customer behavior, and (4) threat level to the general.

If an Exclusion Notice is warranted, CONTRACTOR shall generate an Exclusion Notice in real time, provide the patron a copy of it, and email copies of the report to the appropriate CET staff members. Transparency is an important aspect of this process and must not be overlooked.

The CONTRACTOR will receive additional support and education from CET staff on historical Exclusion Notice reports and the overall culture of the facility.

6.4 DBE/EEO: CONTRACTOR shall submit a signed affidavit certifying compliance with the Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements as specified in the contract.

6.5 Local Management: CONTRACTOR shall designate a local manager authorized to bind the CONTRACTOR in all aspects of CONTRACTOR's performance of the Agreement, who shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary.

6.6 Training, Retraining, and Retention: CONTRACTOR shall explain its training and retraining programs among its staff to ensure that CONTRACTOR's safety practices and policies align closely with COIC's. CONTRACTOR shall also describe its retention strategies to reduce high turnover, especially in high-stress careers, such as police and security officers.

6.7 Drug and Alcohol Testing: CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the Federal Transit Administration (FTA).

6.8 Contact of COIC/CONTRACTOR Personnel: COIC personnel shall have the right to make contact with CONTRACTOR personnel, other than management, as needed when CONTRACTOR personnel are in service.

6.9 Working With Law Enforcement Agencies.

The CONTRACTOR and CET's Security Supervisor will have a working relationship with all local law enforcement agencies: (a) Bend Police Department, (b) Deschutes County Sheriff's Office, (c) Redmond Police Department, (d) Madras Police Department, (e) Prineville Police Department, (f) Warm Springs Police Department, (g) Jefferson County Sheriff's Office, (h) Crook County Sheriff's Office, (i) 911, (j) Oregon State Police, as well as Deschutes, Jefferson, and Crook County District Attorney's Office

6.10 Handling Complaints:

COIC documents all complaints or concerns brought to Cascade East Transit from Cascades East Transit clients, advocates, COIC, and the community at large through its Quality Assurance division in Redmond. Oregon. COIC utilizes a custom software system to record, route, and track all complaints, commendations, and service requests, and document findings and responses to clients. This system maintains a full array of information by client, employee, type of issue, and finding, and is referred to as the Customer Service Information (CSI) system. CONTRACTOR may be asked questions or to comment on a complaint that comes through the CSI system.

6.11 Incident Handling Procedures:

6.11.1 All incidents will be written on COIC/CET incident forms. All forms will be forwarded to the CET Fleet/Facility Manager. The CET Security Supervisor will determine if the incident form will be forwarded to the Transportation Director, H/R,

and the Executive Director for further review. The CET Fleet/Facility Manager will determine what actions and follow-up that needs to be done regarding the incident- such as Police, Fire, Victim's Assistance, and District Attorney's Office

6.11.2 The Cascade East Transit Program defines an incident as an altercation or disruption with any individual at a COIC site.

6.11.3 All program participants related incidents resulting from service provided under this contract must be verbally reported immediately and verified in writing to COIC, with a complete report on the event, including any forms provided or approved by COIC for that purpose, within 24 hours of the occurrence. COIC shall notify CONTRACTOR of any incident reported directly to COIC within 24 hours' notice of the incident. At COIC's discretion, CONTRACTOR shall hold a quarterly claim review meeting with COIC at COIC offices located in Bend, Oregon

6.11.4 CONTRACTOR shall complete and submit a detailed, written incident report to COIC within 24 hours. CONTRACTOR shall complete a written investigation report that includes: a description of the supervisor's actions and discoveries, the supervisor's opinion of the Security & Safety Officer (SSO), SSO's responsibility for the accident.

6.12 Services During Periods of Snow and Other Adverse Weather Conditions
CONTRACTOR shall provide SSO services during periods of snow and other adverse weather conditions.

6.12.1 When weather and road conditions make traveling hazardous, COIC may choose to operate at a reduced level of service or cancel service for that particular day. The level of service, portion of service area affected, and time frame for applying the service reduction will vary, depending on the severity of hazardous traveling conditions and other factors. The CONTRACTOR shall assume a normal security presence during bad weather, unless directed otherwise by COIC personnel. The CONTRACTOR shall have a plan that assures adequate staff are available to make scheduled pullouts. Special procedures will be implemented to manage service during inclement weather.

6.12.2 COIC will provide updates to CONTRACTOR regarding service level changes and road conditions. COIC will coordinate with CONTRACTOR to determine when road conditions are considered safe. COIC management will make the final decision regarding service levels. The contractor will keep COIC updated/informed of road conditions during inclement weather.

6.14 COIC management may request that CONTRACTOR provide service apart and in addition to scheduled service, including service to other COIC sites based on COIC needs. CONTRACTOR may be asked to supply staff, including supervisors, and/or temporarily extend hours of operation. Payment for special service will be at the same rate in effect for the provision of Cascade East Transit service.

6.15 Short-term Adjustments to Service Hours as Needed Demand for Cascade East Transit service is dynamic. The Cascade East Transit Program experiences daily, weekly, and seasonal fluctuations in service demand. Service hour adjustments address

daily and weekly fluctuations in demand. CONTRACTOR should be prepared to survey the facility as needed.

6.15.1 For the CONTRACTOR and transportation management, the Fleet/Facility Manager is the primary point of contact on the day of service.

6.15.2 Security & Safety Officer (SSO) is expected to cooperate with the COIC Fleet/Facility's instructions, unless there is a safety issue. If there is a safety concern about instructions received from COIC, SSO will call their office and consult with a supervisor.

6.16 Internal Participation

6.16.1 COIC's Process Improvement Program is intended to create a way of working, thinking, teaming, and managing that can maximize the best ideas for program improvement, to increase efficiencies and productivity, and to provide more and higher quality service to clients.

6.16.2 The CONTRACTOR Local Manager is expected to participate in process improvement efforts and to make staff available for participation as needed. The meetings are for the purposes of monitoring the performance and delivery of service, resolving issues relating to Cascades East Transit operations, and developing recommendations regarding policy or procedure changes for COIC management. The CONTRACTOR General Manager is responsible for ensuring that information from these meetings is conveyed to their staff. Meetings will generally be held at regularly scheduled times.

B. Public Information

6.17 Public Information and Meeting Participation

6.17.1 Contractor will convey COIC provided communications to clients as soon as possible in the manner requested.

6.17.2 Participation at Meetings: The Contractor will attend meetings when requested, at which issues related to Cascade East Transit and any other contracted service may be routinely discussed

6.17.3 The Contractor will provide a written response for COIC's use regarding issues raised in public meetings pertaining to services provided by the contractor and/or the actions of its employee.

6.18 Media Referrals: CONTRACTOR will refer all requests from print, broadcast or other media for information on the fixed route or dial a ride transit services identified in contract, to the COIC Transportation Director or designee. Unless authorized by the Transportation Director, the CONTRACTOR shall not make any contact with the media or offer comment regarding the services identified in contract.

6.19. On-Site Advertising and Postings: CONTRACTOR shall not post or otherwise distribute any materials on COIC sites, unless specifically requested by COIC, and COIC shall approve in writing all materials prior to their distribution. Any revenue from posting or other distribution shall be COIC's.

C. Administration, Reports, Accounting, Audits, and Penalties

6.20 Administration: CONTRACTOR shall employ an adequately trained and sized management and administration staff to provide adequate SSO supervision, training, and in the field oversight and ensure smooth operations and overall system management. CONTRACTOR shall ensure adequate staffing to cover these responsibilities when individuals are absent or unavailable.

6.21 Reports: CONTRACTOR shall provide COIC the following reports, based upon the identified schedule and in a form and format prescribed by COIC: (a) daily activity report at COIC locations, and (b) a monthly work schedule of their security staff no later than the 1st of each month.

6.21.1 Dissemination of Data: CONTRACTOR shall not disseminate any data or information to any party without first receiving approval for such from COIC or as required by law.

6.22 Accounting Practices: During the period of contract, CONTRACTOR shall maintain its books of account as they relate to the programs identified in the contract, consistent with Generally Accepted Accounting Principles, and in COIC-approved format.

6.23 Compliance with Regulatory Agency Requirements: All services provided under contract shall conform to all requirements of all Federal, State, and/or local regulatory agencies.

6.24 CONTRACTOR/COIC Meetings: COIC shall meet with CONTRACTOR as needed.

E. Changes to Level of Service

6.25 Basic Level of Service: The “basic level of service” is the amount of service, approximately 2,704 service hours annually. COIC may increase, decrease, or otherwise change the service to be provided.

6.26 Changes in Subsidiary Duties: COIC may request changes in CONTRACTOR's reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in changes to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify COIC within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR's total costs to perform the contract caused by the change in question.

F. Security & Safety Officer, SSO Qualifications, Training & Work Rules

6.27 Employee Qualifications. The following minimum qualifications will be required of those persons employed as security personnel at Hawthorne Station:

Security & Safety Officer (SSO):

. - A minimum of one year of applicable experience.
- Completion of CONTRACTOR's SSO training program.
- A clean criminal records check, going back three years

(FOR ARMED SECURITY SERVICES ONLY !!)
A Valid Oregon DPSST Armed Security Certificate
Basic firearms course as defined in OAR 259-060-0060, which consists of a minimum 24 hours of basic armed instruction, a written examination, a safe gun handling test, and marksmanship qualification.

AND

- A negative on a Contractor arranged pre-employment drug test.

6.28 SSO Evaluations and Upkeep of Required SSO Documents: Each SSO employed shall be evaluated, including an in-service evaluation, by a qualified instructor at least annually. The CONTRACTOR shall provide a list of annual SSO evaluations performed on current SSOs to the contract administrator quarterly. The CONTRACTOR shall maintain a system that performs ongoing checks to ensure the SSO's license is valid and medical certificates are kept current.

6.29 SSO Evaluation/Training After Incidents:

6.29.1 For Incidents determined preventable by CONTRACTOR:
i. CONTRACTOR Supervisor shall accompany the SSO and perform an evaluation,
ii. CONTRACTOR Supervisor shall provide SSO with a minimum of two hours of documented retraining

6.30 SSO Uniforms, Dress Code and Appearance: CONTRACTOR shall display the necessary uniform deemed appropriate for the security services sector. SSO shall wear uniforms provided by the CONTRACTOR. No uniform allowance will be provided to the CONTRACTOR.

6.31 SSO Courtesy: CONTRACTOR shall supervise all SSO to ensure that they are courteous *to all patrons at all times,* and accurately respond to patrons' questions.

6.32 SSO shall document and report observations related to service delivery and client safety according to standard operating procedures. Examples of reportable issues: Any Criminal Activity such as Criminal Trespass, Criminal Mischief, Assaults, Threatening or Disruptive Behavior, Consumption of an Alcoholic Beverage/Open Container, and Fare Fraud.

6.33 CONTRACTOR employees shall maintain the confidentiality of all information regarding the Cascades East Transit Program and COIC operations, customers, and employees. This information shall be divulged only as necessary for purposes directly related to performing safety and security services described within the executed contract unless expressed written permission by the participant or authorized COIC employee allows otherwise.

6.33.1 CONTRACTOR employees will be responsible for compliance with all applicable State and Federal guidelines relating to the confidentiality of Cascades East Transit participant information.

6.34 Employee Work Rules: The following employee rules, subject to modification by COIC, shall be enforced by CONTRACTOR:

a. Dress/Uniform

i. Name badge and closed-toed non-slip shoes. ii. Shall be clean and presentable at all times iii A large “SECURITY” patch on the uniform. COIC does <u>not</u> wish to have the patch read “AGENT”.

b. Gratuities

i. Gratuities shall not be accepted.

c. Knowledge of Services

i. A basic knowledge of Cascades East Transit and Hawthorne Station operations.

d. General Rules:

i. Boisterous language, profanity, or incivility to anyone shall not be permitted while on service.

ii. No employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug while on Service. iii. Employees must conduct themselves in a safe and courteous manner at all times.

iv. All information regarding incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any incident unless it is to the Police, supervisory personnel, or other person(s) involved in the incident, as required by law.

v. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of others shall not be permitted on the site property.

6.35 COIC reserves the right to determine the suitability of any CONTRACTOR employee to continue performing work for the program. Such a determination may be related to performance of service, client complaints, absenteeism, incidents, unprofessional behavior, reporting, communication, or other work-related performance issues. CONTRACTOR will be notified in writing of any such determination.

6.36 COIC may direct the CONTRACTOR to remove an employee from the delivery of Security Services. CONTRACTOR employee exclusion can be for any reason COIC deems appropriate. Depending on the circumstances, this exclusion from providing CET revenue service may be permanent. Any compensation, for any CONTRACTOR employee excluded from active revenue service, for any length of time, shall be the CONTRACTOR's sole financial responsibility.

6.37 Service Performance Incentives and Penalties: COIC provides for a financial incentive to the CONTRACTOR in the event that certain administrative and operational goals are met. COIC may assess disincentive charges in the event that the CONTRACTOR fails to perform. The performance incentives and disincentive charges are set forth in the following chart.

Performance Measure	Incentive	Disincentive Charges
CONTRACTOR shall report any security incident to the COIC within 24 hours.	None	$500 for any security incident that is not reported to the COIC within 24 hours, per 24-hour period.
Excessive consumer complaints about CONTRACTOR security agents.	None	$50 per any service complaint, substantiated by COIC Staff, beyond three (3) per quarter
CONTRACTOR providing enough security agents to cover the shifts assigned for each day	None	$100/hour for time spent by COIC Staff performing on-site security duties due to The CONTRACTOR is not furnishing enough

6.38 Schedules are as follows:

Hawthorne

Mon - Fri 0800 to 19:30
Sat 07:00 to 15:00
Sun - no service

Redmond/Madras

Mon - Fri 13:30 to 18:80
Sat/Sun - no service

Exhibit A
UNARMED PRICE PROPOSAL FORM
On-Site Security Service, RFP CET 25-01

PROPOSER: _____

Estimated Units: Base # of Lock-Ups is 312 annually. Base Service Hours is 2,704 annually.

Year One: June 2, 2025, through May 30, 2026

Total Cost of Lock-Ups per Occurrence: $_____ x 312 = $_____

Total Cost Per Service Hour $_____ x 2,704 = $_____

Total Cost for Year One: $_____

Year Two: July 2, 2026, through May 30, 2027

Total Cost of Lock-Ups per Occurrence: $_____ x 312 = $_____

Total Cost Per Service Hour $_____ x 2,704 = $_____

Total Cost for Year Two: $_____

Option Year Three: June 2, 2027, through May 30, 2028

Total Cost of Lock-Ups per Occurrence: $_____ x 312 = $_____

Total Cost Per Service Hour $_____ x 2,704 = $_____

Total Cost for Year Three: $_____

Option Year Four: June 2, 2028, through May 30, 2029

Total Cost of Lock-Ups per Occurrence: $_____ x 312 = $_____
Total Cost Per Service Hour $_____ x 2,704 = $_____

Total Cost for Year Four: $_____
SIGNATURE: _____ DATE : _____

Exhibit B

CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)
AFFIRMATION OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

Name of Proposer:_____

BY SIGNING BELOW, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus; the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Signature:_____ Date:_____

Name (print)_____
Authorized Representative of Applicant

Relationship of Authorized Representative:_____

Exhibit C

[RESERVED]

Exhibit D
FEDERAL REGULATIONS & REQUIRED THIRD-PARTY CONTRACT CLAUSES

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

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart D

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

7. CLEAN WATER REQUIREMENTS

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

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

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

10. LOBBYING

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325
2 C.F.R. § 200.333
18 CFR 18.36 (i)
49 CFR 633.17

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordancewith 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 simplifiedacquisition 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 with49 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 tocopy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for aperiod 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 accordancewith 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 inspectand 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 thesites of performance under this contract as reasonably may be required.

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

12. **FEDERAL CHANGES**

49 CFR Part 18

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

14. CLEAN AIR

42 U.S.C. §§ 7401 – 7671q
40 CFR 15.61
49 CFR Part 18
2 C.F.R. part 200, Appendix II (G)

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

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

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

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

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

21. TERMINATION

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B) FTA Circular 4220.1F

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

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by

serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

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

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

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

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of COIC, protect and preserve the goods until surrendered to the Recipient or its agent. The

Contractor and COIC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and 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 the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the faultor 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 ofdelay. 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.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are

eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

23. PRIVACY ACT

5 U.S.C. 552

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

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

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

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

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112 42
U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR
Part 1630, 41 CFR Parts 60 et seq.
49 U.S.C. Chapter 53, Executive Order No. 11246
20 U.S.C. § 1681 et seq., 49 C.F.R. part 25

42 U.S.C. § 6101 et seq., 45 C.F.R. part 90 29
U.S.C. § 621 et seq., 29 C.F.R. part 1625 42
U.S.C. § 12101 et seq.

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

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

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended,42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment
Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794,the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES AND DISPUTE RESOLUTION

2 C.F.R. § 200.326
2 C.F.R. part 200, Appendix II (A)

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

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

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

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.50 %. 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 ofthis 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-neutralmeans throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactoryperformance 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 tothis contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

(APPLICABLE FOR ARMED SECURITY SERVICE ONLY !!!)

31. DRUG AND ALCOHOL TESTING

49 CFR Parts 653 and 654

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or COIC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1st and to submit the Management Information System (MIS) reports before October 1st of each year to the Transportation Fiscal Administrator, 1250 NE Bear Creek Rd., Bend , OR 97701. (To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

32. ADA ACCESS
42 U.S.C. § 12101 et seq.,
29 U.S.C. § 794,
49 U.S.C. § 5301(d)

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

32. PROMPT PAYMENT

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

Exhibit E
NON-COLLUSION AFFIDAVIT FOR PROPOSER
STATE OF OREGON, COUNTY OF DESCHUTES

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)

of _____, hereinafter referred to as (contractor) or (subcontractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work for COIC.

3. That his/her proposal is genuine, and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including thisaffiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against COIC, or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

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

Dated this _____ day of _____, 20___, at_____, _____

Signed: _____

Title: _____

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

_____

Signature and Title of Authorized Official

CHECK APPROPRIATE BOX:

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

Exhibit G

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, toany person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person forinfluencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL “Disclosure Form to Report Lobbying”, in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the awarddocuments for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

Executed this _____day of _____, of 20____

Signature of Authorized Official _____

Title of Authorized Official _____

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

PROPOSER: _____

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

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

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

By: _____ Title: _____ Date:_____

Exhibit I
FORM OF BUSINESS

*Name of Proposer*_____

Principle Business Address_____

Phone_____

1. What form of business is your organization? (Check one)

   ☐ Sole Proprietorship

   ☐ Partnership (☐ Limited ☐ General)

   ☐ Corporation

2. If a corporation, when and where was your organization incorporated?

3. If a limited partnership, when and where is your organization certified?

4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?

Exhibit J
Contractor Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not

in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employersthat 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 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 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:
$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering allowned, 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:
$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile 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 the Subcontract. 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached

endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit K
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 _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

Exhibit L
PROPOSAL SUBMISSION CHECKLIST

The following items must be included in each proposal to be considered complete and responsive. Proposers should respond to these items in the order below.

Included:

☐ Exhibit A – Unarmed Price Proposals:

☐ Exhibit B - Certification to Federal Government Required Clauses

☐ Exhibit C- [RESERVED]

☐ Exhibit D - FEDERAL REGULATIONS & REQUIRED THIRD-PARTY CONTRACT CLAUSES

☐ Exhibit E - NON-COLLUSION AFFIDAVIT FOR PROPOSER

☐ Exhibit F - Certification of Primary Participant Regarding Debarment

☐ Exhibit G - CERTIFICATION OF RESTRICTIONS ON LOBBYING

☐ Exhibit H – CERTIFICATION OF COMPLIANCE WITH FTA DISADVANTAGED DBE/EEO

☐ Exhibit I - FORM OF BUSINESS

☐ Exhibit J – Contractor Insurance Requirements

☐ Exhibit K – RECEIPT OF ADDENDA

☐ Exhibit L – PROPOSAL SUBMISSION CHECKLIST

☐ EXHIBIT M - OFFER for ON-SITE SECURITY SERVICES

☐ EXHIBIT N - FORM FOR PROPOSAL DEVIATION

☐ EXHIBIT O - CASCADES EAST TRANSIT PROCUREMENT PROTEST

☐ EXHIBIT P - General Standards of Proposer Responsibility

☐ EXHIBIT Q - State of Oregon Terms and Conditions

☐ Description of Record Keeping Procedures

☐ Proposed SSO Training Plan: Each Proposer shall outline a comprehensive SSO Training Plan that meets State and Federal requirements.

☐ Description of Hiring and Formal Training Programs for SSO and other employees. This description should satisfy fully the minimum requirements described in Scope of Work, Minimum SSO Requirements. Identify training personnel and their experience relevant to contract.

☐ Proposed Safety, Security and Risk Management Plan: Proposer must submit a description of the formal safety programs that will be implemented which will encourage safety in the operation. Describe any SSO training for medical emergencies.

☐ Proposed Performance Monitoring and Quality Control Program: Proposers shall describe your quality control program and submit a list of proposed performance monitoring measures and programs, including operations and quality control.

☐ Proposed SSO Supervision: Proposers shall submit a description of the formal procedures and plan for deployment of SSO supervision personnel.

☐ Address of Proposer's Regional or Corporate support facility and description in detail of the nature and level of support that will be provided by that office or other corporate offices.

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

EXHIBIT M OFFER for ON-SITE SECURITY SERVICES

The undersigned proposer submits this proposal in response to COIC's Request for Proposal # CET 20-9 for the contract named above.

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

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

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

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

Name of Proposer: _____

Business Address: _____

_____

_____

Firm's Federal Tax ID#: _____

Phone: _____ _____

Date: _____

Authorized Signer's Name (print): _____

Authorized Signature: _____

Signer's Title: _____

EXHIBIT N
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 O CASCADES EAST TRANSIT PROCUREMENT PROTEST PROCEDURES

Under certain circumstances, an interested party to a procurement may protest to CET the award of a contract which may or may not involve the direct application of public funds. CET 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.

CET 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 CET 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 CET within 5 days of the action on which the protest is based.

The initial protest filed with CET 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 CET in the handling of his/her protest submission

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

c) CET 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 CET 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 CET 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

CET 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 CET explaining its actions and the reasons for them

A conference on the merits of the protests with members of CET 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, CET 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, CET 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, CET will not proceed with the execution of the contract prior to the resolution of the protest. Exceptions to the above may occur if CET 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

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

If government agency funds are involved, CET 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 CET protest review panel to review all relevant materials associated with the protest. The panel shall be comprised of at least two representatives of CET 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

c) A copy of the abstract of bids.

Protest Review – Level Two

Reconsideration of a decision by CET 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 CET 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 appellant process ends with the Executive Director's decision; however, the aggrieved party has those remedies afforded by the state courts.

Effect of Judicial Proceedings

CET 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.

Federal Transit Administration (FTA) Protest Procedures

A protestor wishing to file a protest with FTA should consult FTA Circular 4220.1F for details on FTA's bid protest procedures. Circular 4220.1F reinforces FTA's policy of limiting involvement in the affairs and activities of grantees.

Each authority is responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of a grant, and only in certain specific situations is it appropriate for FTA officials to become involved in those situations or to substitute their judgment for that of the grantee in the controversies.

The FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Protests must be filed with the FTA, with a concurrent copy to COIC, within five (5) days after CET renders a final decision or five (5) days after the protestor knows or has reason to know that CET failed to render a final decision. After five (5) days, CET will confirm with the FTA that the FTA has not received a protest on the contract in question.

Circular 4220.1F is available for review at CET offices. A copy can be obtained from FTA at the following address:

Federal Transit Administration, Region 10
915 Second Ave., Ste. 3142 Seattle,
WA. 98174

CET shall not be responsible for any protests not filed in a timely manner with the FTA.

EXHIBIT P 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, and operational controls, and technical skills, or the ability to obtain them;

- Compliance with applicable licensing and tax laws and regulations;

- The necessary production, construction and technical equipment and facilities, or the ability to obtain them;

- 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 Q
State of Oregon Terms and Conditions

STATE OF OREGON –TERMS AND CONDITIONS

Attachment 1

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

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

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

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

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

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

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

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

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

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO

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

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

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

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

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

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

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

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

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

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

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

without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

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

Preliminary Description of Services

Contractor shall perform the following Services for and on behalf of COIC:

- All security officers shall be Department of Public Safety Standards and Training (DPSST) Private Security certified. Those individuals providing armed security service must have a DPSST Armed certificate. The contracted Security Company will provide COIC/CET with all security officer's current certificates and PSID numbers. Contractor shall immediately remove any security that officer that is no longer certified by DPSST or has committed any crime listed on DPSST web-site from service, replace with an appropriate individual and notify the CET Operations Manager of what has occurred.
- For armed security services, all SSOs shall carry a firearm while performing the duties described herein.
- All security officers shall be subject to a contractor managed FTA compliant Drug and Alcohol testing program. This entails pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements shown in Exhibit A, B and D.
- All security officers shall assist the Hawthorne Station attendant in enforcing transit station/boarding rules and follow Cascades East Transit's Exclusion Notice Procedures. This entails providing completed CET Exclusion notices to customers who violate the Cascades East Transit Rider Rules of Conduct & Service Exclusion Policy, taking a photo of the individual if at all possible and then furnishing a copy of the CET Exclusion notice to the Training & Security Supervisor.
- All security officers shall work with all Local Law Enforcement agencies and maintain a good working relationship. Report unlawful activity to Local Law Enforcement.
- All security officers shall remain on premise conducting foot and vehicle patrols during the agreed upon hours.
- One week before the start of the new month, Contractor shall email the CET Operations Manager, or his designee, COIC Fiscal Manager, and COIC Human Resources Manager a calendar showing the hours that service will be provided each day of the upcoming month.
- Actively patrol the Hawthorne Station transit parking lot, the passenger bus shelters on the west side 4th Street sidewalk and on both sides of Hawthorne Avenue, the Hawthorne Station/COIC Administrative employee parking lot and the alley in front of the COIC Administrative Offices entrance. Provide a visual, onthe-ground, uniformed, security presence and monitor the situation. Observe and report unlawful activity. Speak to groups of individuals appearing to be congregating (e.g. smoking by the NE corner door of the building) and disperse loitering groups. Trespass individuals as required. Security officers shall spend the majority of their time patrolling outside, and shall patrol the passenger bus shelters a minimum of once every 20 minutes, unless otherwise involved in an issue that requires their attention.
- Walk through the Hawthorne Station lobby area and the men's restroom and check in with the COIC employee working behind the Market counter. Provide an on-the-ground uniformed security presence and escort individuals with disruptive behavior off the premises. Observe and report unlawful activity. Trespass individuals as required.
- In the event of a medical or evacuation emergency, assist the Hawthorne Station attendant and emergency responders as appropriate.
- With each billing, Contractor shall provide the CET Operations Manager, or his designee, a calendar showing the hours that service was provided each day of the previous month, a summary of the number of exclusions generated, and the number of disorderly conduct incidents for the previous month.
- At the end of the transit service day, escort any remaining patrons in the inter-modal center out of the building and key-lock the front door of the facility ("Lock-Up Patrol").

Attachment 4

Preliminary Schedule of Services

Routine Patrol
Hours of Service: Approximately 52 hours/week (staggered, unpredictable hours)

Hawthorne:
Monday - Friday 08:00 to 19:30
Saturday - 07:00 to 15:00
Sunday - No Service

Redmond/Madras
Monday - Friday 13:30 to 18:00
Saturday - No Service
Sunday - No Service

Contractor shall not significantly alter the number of hours per week (up or down) without first getting written approval from the CET Operations Manager.

Authorized COIC personnel shall have the option of calling Contractor for off-hour/on-call response to Hawthorne Station security concerns as they occur during the hours of CET transit service.

Attachment 5

CET Exclusion Policy

Rider Rules of Conduct & Service Exclusion Policy

Purpose: Cascades East Transit (CET) has the right to refuse service and access to transit facilities to anyone not complying with the published rider rules of conduct or creating any safety instruction given by a CET employee or contracted security. Patrons excluded from CET vehicles and/or facilities, have the right to appeal the decision. The appeal process is printed below. CET wishes to provide a safe environment for all passengers and a good work environment for CET staff.

Rider Rules of Conduct:

- No weapons or firearms on the bus/transit property/transit facility.
- No consumption of alcohol, open alcohol containers, or possession of illegal drugs on the bus or transit property.
- No disruptive behavior, profanity, or vulgar language.
- Reduce noise from radio, personal device, or cell phone if requested by a driver.
- No eating, drinking or smoking on the bus. No smoking within 10 feet of an open transit vehicle door or Transit property. Non-alcoholic drinks are allowed in spill proof containers.
- Seat belts are required when buses are equipped with seatbelts. Wheelchairs must be secured in designated securement area. (see wheelchair securement)
- Passengers must be able to control their parcels on the bus and load and unload in one trip.

Wheelchair Securement: Under the Americans with Disabilities Act, it is the right of any transit system to require riders using wheelchairs to have their wheelchairs secured. It is the policy of Cascades East Transit that wheelchair securements are required and thereby creates a safer transport for all riders including those using wheelchairs. Anyone refusing to have their wheelchair secured will be denied transportation on Cascades East Transit.

Safety Instructions: Bus operators must respond in the event of an emergency or risk to their bus or riders. The operator may ask for your physical assistance in response to an emergency or help in reducing or eliminating the potential for injury or harm. Anyone incapable of performing the requested task due to a disability must notify the driver immediately.

Notice of Exclusion: Exclusion notices may be issued to riders who violate the rider rules of conduct or refuse driver safety instruction. Exclusion notices may only be issued by Cascades East Transit management, supervisory or security staff. When possible a supervisor will arrive on-site to assess a situation and if appropriate deliver the notice including length of exclusion, violation, and a description of the event to the rider. A manager, supervisor or security staff may also issue an exclusion and attempt to deliver to a known address or deliver via police officer or case manager. If the name and address of an excluded rider is unknown a picture and description may be posted in an employee only area. If the excluded individual presents

themselves at a bus stop the driver should request supervisor assistance for delivery of the exclusion notice.

Violation	1st Exclusion	2nd Exclusion	3rd Exclusion
Weapons on buses or Transit Property.	**Supervisor**	**Supervisor**	**Supervisor**
Consumption of Alcohol, Alcoholic Beverages, Gambling on the bus or transit property.	**30 Days**	**60 Days**	**1 Year**
Profanity or Vulgar language.	**1 Week**	**30 Days**	**Supervisor**
Refusal to reduce noise from radio, personal device, or cell phone, Smoking, Eating or Drinking from non spill proof	**1 Week**	**30 Days**	**Supervisor**
Any Criminal Activity ORS_____ ORS_____	**Supervisor**	**Supervisor**	**Supervisor**
Violation of smoke/Tobacco Free Campus	**1 Week**	**30 Days**	**Supervisor Discretion**
Disruptive Behavior	**30 Days**	**60 Days**	**Supervisor**
Fare Fraud	**30 Days**	**60 Days**	**Supervisor**

Appeal Process: You have the right to appeal this exclusion by submitting within 10 Business Days of the exclusion notice a request in writing to have the exclusion removed or modified and please include any pertinent explanation or supporting information. If you have questions on this process, please contact CET at 541-322-5875 ext. 861.

Step 1: Mail or deliver your appeal to Cascades East Transit within 10 Business Days. Your appeal will be assigned to a transit services manager for investigation.

Cascades East Transit – Administration
Attn: Appeals
1250 NE Bear Creek Rd Bend,
OR 97701

Step 2: You will receive a written response to your request within 10 business days of receipt of your request. Based on your information and investigation of the complaint an exclusion may be removed, shortened, modified to allow transit use for work or medical purposes, or other remedies. Any further violations can result in additional exclusions including permanent exclusion.

Step 3: If you are dissatisfied with the rulings made by CET Appeals Committee on

exclusions longer than 2 months you can mail an appeal to the Central Oregon Public Transportation Advisory Committee. You have the right to present information at a meeting open to the public and will be notified of the date, time, and location.

Cascades East Transit
Attn: PTAC
1250 NE Bear Creek Rd
Bend, OR 97701

Attachment 4
Drug and Alcohol Program Requirements

In response to the passage of the Omnibus Transportation Act of 1991, the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) have issued regulations governing drug **use** and alcohol **misuse** in the transit industry. The regulations mandate urine drug testing and evidential breath alcohol testing for safety-sensitive positions.

The regulations cover transit employees who perform safety-sensitive functions, applicants for employment in safety-sensitive functions, and CONTRACTOR'S/SUB-CONTRACTOR'S who perform safety-sensitive functions on behalf of COIC.

Safety sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators or CONTRACTOR'S/SUB-CONTRACTOR'S:

1) Operating a revenue service vehicle, including when not in revenue service;

2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);

3) Controlling dispatch or movement of a revenue service vehicle;

4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment in revenue service;

5) Carrying a firearm for security purposes.

CONTRACTOR and/or SUB-CONTRACTOR must comply with the regulations set forth in 49 CRF Part 655 and 49 CFR Part 40.

All provisions of the regulations must be implemented prior to providing services under this contract.

Prior to providing services to COIC the CONTRACTOR must submit the following documents to COIC:

1) Anti-drug and Alcohol Misuse Policy (49 CFR Part 655.15)

2) Listing of Service Providers (Medical Review Officer, Substance Abuse Professional, collectors(s), Laboratory, and Third Party Administrator if applicable).

3) Annual FTA Drug and Alcohol MIS Reports as per the instructions in Exhibit D.

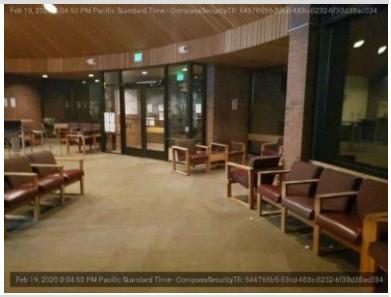
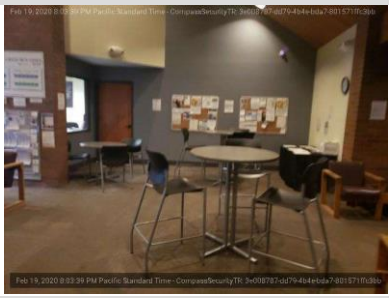
Additionally, the CONTRACTOR/SUB-CONTRACTOR must:

1) Make key people available in the event of an audit.
2) Make documentation etc, available in event of audit.
3) Be responsible to resolve issues that result from an audit in a timely manner.

ATTACHMENT 5
Redacted Daily Report Furnished by Current Contractor

Daily Activity Report

Start: Feb 19, 2020 08:00 AM
End: Feb 20, 2020 08:00 AM

Wed Feb 19, 2020 8:04 PM	(S) Patrol	390100879
Hawthorne Station 334 Hawthorne Avenue **Location:** Station **Unit:** Officer's Name (S) Level 3	Reported: Officer On/Off Property	
Wed Feb 19, 2020 8:04 PM	(S) Lockup Patrol	390100747
Hawthorne Station 334 Hawthorne Avenue **Location:** Main lobby doors. **Unit:** Officer's Name (S) Level 3	Reported: Lobby cleared. Doors locked and secure.	
Wed Feb 19, 2020 8:03 PM	(S) Foot Patrol	390100748
Hawthorne Station 334 Hawthorne Avenue **Location:** Main Lobby **Unit:** Officer's Name (S) Level 3	Reported: Patrol Lobby area for safety and security issues.	
Wed Feb 19, 2020 8:03 PM	(S) Lock up	390100459
Hawthorne Station 334 Hawthorne Avenue **Location:** Main Front Door **Unit:** Officer's Name (S) Level 3	Reported: Front door locked and secured	
Wed Feb 19, 2020 8:02 PM	(S) Patrol	390100080

Daily Activity Report

Hawthorne Station
334 Hawthorne Avenue
Location: Station
Unit:

Officer's Name
(S) Level 3

Reported: Officer On/Off Property

Report Run: May 14, 2020 09:44 AM

Wed Feb 19, 2020 8:01 PM | (S) Foot Patrol | 390099768

Hawthorne Station
334 Hawthorne Avenue
Location: Inside Woman's Restroom
Unit:

Officer's Name
(S) Level 3

Reported: Womans restroom checked for safety and security issues

Wed Feb 19, 2020 8:01 PM | (S) Foot Patrol | 390099608

Hawthorne Station
334 Hawthorne Avenue
Location: Inside Mans Restroom
Unit:

Officer's Name
(S) Level 3

Reported: Mans Restroom Checked for safety and security issues

Wed Feb 19, 2020 7:59 PM | (S) Foot Patrol | 390099090

Hawthorne Station
334 Hawthorne Avenue
Location: Smoking area
Unit:

Officer's Name
(S) Level 3

Reported: Security Officer patrolled smoking area

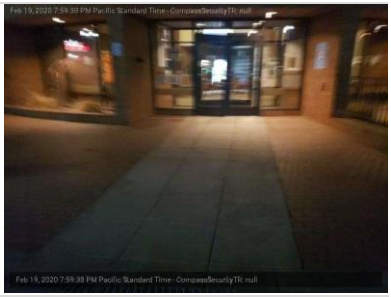
Wed Feb 19, 2020 7:30 PM | (S) Lockup Patrol | 390090876

Daily Activity Report

Hawthorne Station
334 Hawthorne Avenue **Location:**
Unit:

Officer's Name
(S) Level 3

Reported: Task Description: Lockup Lobby of Hawthorne station clear Lobby and restrooms area of all person's and lock main entrance.



Wed Feb 19, 2020 2:09 PM (S) Patrol 390016077

Hawthorne Station
334 Hawthorne Avenue
Location: Station
Unit:

Officer's Name
(S) Level 3

Reported: Officer On/Off Property

No Photos Available

Wed Feb 19, 2020 2:09 PM (S) Foot Patrol 390016027

Hawthorne Station
334 Hawthorne Avenue
Location: V Check point **Unit:**

Officer's Name
(S) Level 3

Reported: Area patrolled by security officer for safety and security issues.

No Photos Available

Wed Feb 19, 2020 2:09 PM (S) Foot Patrol 390015996

Hawthorne Station
334 Hawthorne Avenue
Location: V Check point **Unit:**

Officer's Name
(S) Level 3

Reported: West parking lot patrolled by Security Officer.

No Photos Available

Wed Feb 19, 2020 2:06 PM (S) Foot Patrol 390015453

Daily Activity Report

Hawthorne Station
334 Hawthorne Avenue
Location: Covered bike rack area
Unit:

Officer's Name
(S) Level 3

Reported: Area checked for safety and security issues

No Photos Available

Wed Feb 19, 2020 12:00 PM | (S) Foot Patrol | 389996311

Hawthorne Station
334 Hawthorne Avenue
Location: Covered bike rack area
Unit:

Officer's Name
(S) Level 3

Reported: Area checked for safety and security issues

No Photos Available

Wed Feb 19, 2020 11:25 AM | (S) Foot Patrol | 389992155

Hawthorne Station
334 Hawthorne Avenue
Location: Bus Shelter A
Unit: Platform A
Officer's Name
(S) Level 3

Reported: Platform A patrolled by Security Officer

No Photos Available

Wed Feb 19, 2020 11:24 AM | (S) Foot Patrol | 389992090

Hawthorne Station
334 Hawthorne Avenue
Location: Bus Shelter A **Unit:** Platform A

Officer's Name
(S) Level 3

Reported: Platform A patrolled by Security Officer

No Photos Available

Wed Feb 19, 2020 11:24 AM | (S) Foot Patrol | 389992036

Daily Activity Report

Hawthorne Station
334 Hawthorne Avenue
Location: Bus shelter C **Unit:** Platform C

Officer's Name
(S) Level 3

Reported: Platform C patrolled by Security Officer.

No Photos Available

Wed Feb 19, 2020 10:30 AM (S) Foot Patrol 389985377

Hawthorne Station
334 Hawthorne Avenue
Location: Bus Shelter A **Unit:** Platform A

Officer's Name
(S) Level 3

Reported: Platform A patrolled by Security Officer

No Photos Available

Wed Feb 19, 2020 10:27 AM (S) Foot Patrol 389985063

Hawthorne Station
334 Hawthorne Avenue
Location: Bus Shelter A **Unit:** Platform A

Officer's Name
(S) Level 3

Reported: Platform A patrolled by Security Officer

No Photos Available

Wed Feb 19, 2020 9:52 AM (S) CET Exclusion 30 day 389981600

Hawthorne Station
334 Hawthorne Avenue
Location: Default
Unit:

Officer's Name
(S) Level 2

10:00 AM - Excluded REDACTED white male 21yrs 5'05
140 bln blu. for profanity and disruptive behavior. Ex. end date
03/26/20

4:41 PM T - Piv

Wed Feb 19, 2020 8:54 AM (S) Foot Patrol 389973851

Hawthorne Station
334 Hawthorne Avenue
Location: Bus Shelter A **Unit:** Platform A

Officer's Name
(S) Level 3

Reported: Platform A patrolled by Security Officer

No Photos Available

Daily Activity Report

Wed Feb 19, 2020 8:43 AM	(S) Foot Patrol	389972636

Hawthorne Station
334 Hawthorne Avenue
Location: Bus shelter D **Unit:** Platform D

Officer's Name
(S) Level 3

Reported: Platform D patrolled by Security Officer.

No Photos Available

Wed Feb 19, 2020 8:42 AM	(S) Foot Patrol	389972551

Hawthorne Station
334 Hawthorne Avenue
Location: Bus shelter C **Unit:** Platform C

Officer's Name
(S) Level 3

Reported: Platform C patrolled by Security Officer.

No Photos Available

Wed Feb 19, 2020 8:39 AM	(S) Foot Patrol	389972151

Hawthorne Station
334 Hawthorne Avenue
Location: Bus shelter B **Unit:** Platform B

Officer's Name
(S) Level 3

Reported: Platform B patrolled by Security Officer.

No Photos Available

Wed Feb 19, 2020 8:27 AM	(S) Patrol	389970732

Hawthorne Station
334 Hawthorne Avenue
Location: Station
Unit:

Officer's Name
(S) Level 3

Reported: Officer On/Off Property

No Photos Available

Report Run: May 14, 2020 09:44 AM

ATTACHMENT 6
Compensation Schedule

A. Reference Exhibit A- Price Proposal Form for payment as per signed agreement and accepted price proposal and based upon the per lock-up fee and cost per service hour by contract year.

B. Reports: Daily Activity Reports of CONTRACTOR's duties must be submitted to COIC electronically, and in easily downloadable format (i.e PDF)

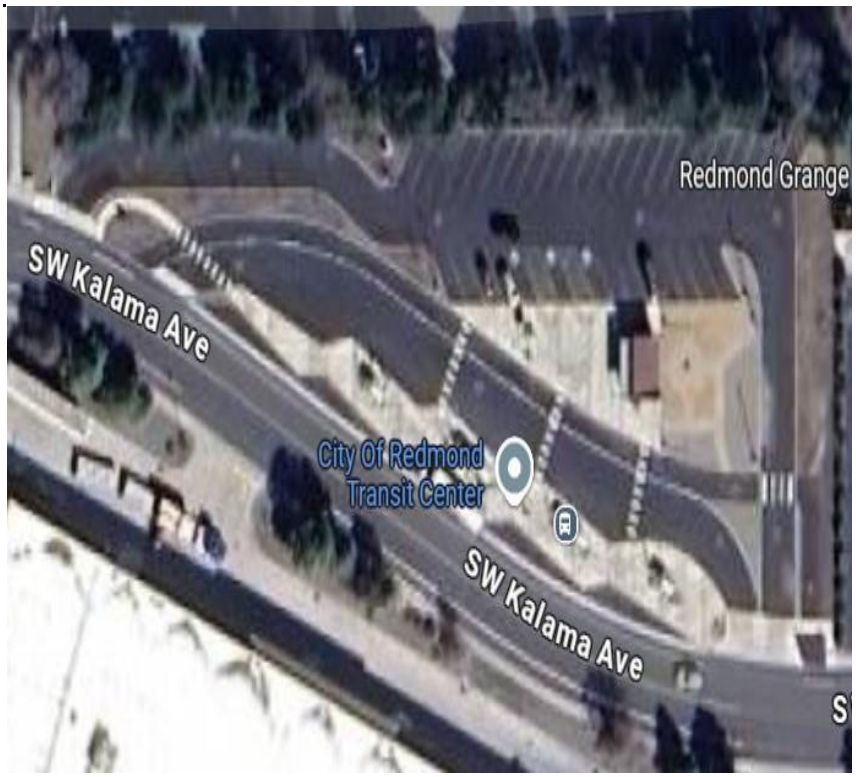
C. Submission of Invoices: Invoices are to be submitted to COIC on a monthly basis by the 10th day of the relevant month after the month that service is provided. All invoices shall be submitted in a format acceptable to COIC and include a Monthly Management Report. At a minimum, all invoices shall contain the contract number; the date(s) services furnished, and an itemized breakdown showing hourly rates and service hours worked. COIC may require additional information be furnished with each invoice during the life of the contract as needed. Failure to strictly comply with this provision may result in a delay of payment.

D. Payment: COIC shall pay the CONTRACTOR within fifteen (15) days of the receipt of a proper invoice and required documentation. CONTRACTOR shall be paid monthly in arrears based upon the fixed monthly expense, plus the expense for all revenue service hours provided, unless otherwise mutually agreed upon in writing. Each monthly payment shall be based upon the actual number of service hours in the month provided by the CONTRACTOR.

If Agreement is terminated before the expiration of the term, CONTRACTOR's total payment shall be computed pro-rata based on the number of service hours provided.

Amount of payment during each term shall be as set forth herein above. In the event COIC fails to obtain any payment in full, or fails to make any payment in full, as provided herein above, in addition to whatever rights CONTRACTOR may have at law or in equity, CONTRACTOR has the right to declare Agreement terminated upon five (5) days written notice, and to take such other steps as it may deem appropriate. CONTRACTOR agrees to cooperate fully with COIC's efforts to obtain and maintain a payment. COIC agrees to pay the payment to CONTRACTOR subject to the terms of Agreement.

Attachment 7
Site Map of the Hawthorne Station Property



Redbox
NE Cedar St
NE Cedar St

Attachment 8
COIC Smoke, Tobacco & Vapor Campus Policy

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL POLICY

POLICY TITLE: Smoke, Tobacco and Vapor Campus Policy

POLICY NUMBER: HR-A7

EFFECTIVE DATE: 11/5/15

REVISION DATE: 4/4/19

BOARD APPROVED: 11/5/15; 4/4/19

REFERENCE:

- Oregon Indoor Clean Air Act and Penalties, ORS 433.835 to 433.875; 433.990 (penalties).
- In 2010, the US Court of Appeals ruled that "e-cigarettes" and other products made or derived from tobacco can be regulated as tobacco products.
- Tobacco Prevention and Education Program. Oregon Tobacco Facts & Laws. Portland, Oregon: Oregon DHS, Public Health Division, 2013.
- Prohibition of Tobacco Smoking in Public Places and Workplaces, OAR 333-015-0030-OAR 333-015-00855
- Center for Tobacco Control Research & Education. 9 chemicals identified so far in e-cig vapor that are on the California Prop 65 list of carcinogens and reproductive toxins.

PURPOSE:

Central Oregon Intergovernmental Council's (COIC) intent is to provide a healthy environment for employees, customers, visitors and vendors of COIC; to promote tobacco cessation assistance and resources to any staff members seeking them; and to increase awareness of the harmful effects of second-hand smoke and tobacco use.

BACKGROUND:

Smoking and the use of other tobacco products is the number one cause of preventable death in the United States. Secondhand smoke exposure is also a major health risk. In addition to the direct health risks of smoke inhalation, smoking is estimated to be the number one cause of fire-related death and injury in the United States, and also a major cause of wild fires. The environmental impact of smoking is also large, as toxic cigarette filters are the most frequently littered item in the United States, and have negative impacts on the environment and wildlife. Preliminary testing of e-cigarettes has identified chemicals known to cause cancer and birth defects in first and secondhand e-cigarette vapor. However, e-cigarettes remain under studied and unregulated, which means manufacturers can make, market and sell them without transparency or consistency. Most e-cigarettes are made overseas where manufacturing and safety standards may differ, making it difficult to know what is in e-cigarettes.

POLICY: It is the policy of COIC to encourage a smoke and tobacco free environment through positive and educational messaging that promotes the long-term health and safety of COIC employees and the public. This policy applies to all COIC employees, volunteers, customers, visitors, and vendors.

Smoke, tobacco and vapor free on designated areas off campus

The use of all smoking, tobacco and vaping products is prohibited at all times within any area designated as prohibited including interior space and all outside property or grounds owned, controlled, leased, or shared by COIC, including parking areas; sidewalks**;** in private vehicles while on COIC property; in vehicles owned by COIC; and Cascades East Transit bus stops.

It is not the intent of this policy to shift tobacco use to neighboring private property without the owner's consent, therefore the use of smoking, tobacco and vaping products may be designated as permissible within an campus area approved by the COIC Board to include outside property or grounds owned, controlled, leased, or shared by COIC, including parking areas; sidewalks.

DEFINITIONS For the purposes of this policy, unless otherwise specified, the following definitions shall apply:

- Tobacco free: Tobacco is not smoked, ingested nor consumed in any manner.
- Tobacco: Cigarettes, cigars, pipes, and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic cigarettes, excluding FDA-approved nicotine replacement therapy products for the purpose of tobacco cessation.
- Vapor: The substance produced by an electronic cigarette or similar device such as a vape pen.
- Vape pen: An e-cigarette containing a battery powered heating element that vaporizes a liquid, or "juice" that contains nicotine.

Communication of Policy

Signs will be used to designate a COIC owned or occupied facility as a "Smoke, Tobacco and Vapor Free Campus" Or "Smoke, Tobacco and Vapor Permitted Area." Signs bearing these messages will be clearly posted throughout the property at those prominent locations. Any additional language on these signs should promote the success of the policy through education and be delivered in a positive tone. The tobacco-free policy applies at all facilities and grounds owned or occupied by COIC regardless of whether or not signs are posted, except where specifically permitted by COIC policy or action. A copy of this policy will be made available to customers and visitors whenever it is deemed to be necessary to effectively communicate the requirements of this policy.

Responsibilities

This policy is the shared responsibility of all COIC personnel. Employees are authorized to communicate this policy with courtesy, respect and diplomacy. If difficulties arise with compliance, an employee should notify security or management-level staff.

Adherence to this policy is the responsibility of all COIC employees. Contractors, customers, students, visitors, and others must also comply with this policy while on COIC owned or occupied property. Employees who do not conform to this policy may be subject to discipline. Contractors in violation of this policy will be reported to their supervisor at the contracting organization.

Employees are provided materials to help communicate this policy to co-workers, volunteers, contractors, customers and visitors with courtesy, respect, and diplomacy.

COIC is responsible for providing educational materials and cessation resources, addressing policy related questions, feedback, and concerns, as well as the ongoing monitoring of this policy. COIC, in collaboration with the Deschutes County Health Services, Crook County Health Department and Klamath County Public Health, has completed pre-assessments of COIC locations, evaluating signage and smoking or tobacco litter located around the properties. One year after the policy's effective date, all parties will perform a post-assessment evaluation using the same criteria, in order to measure the policy's success within the first year. Ongoing monitoring of the policy is the responsibility of COIC.

RESOURCES:

Tobacco Use Cessation Support

COIC is committed to providing tobacco use cessation support to all COIC employees, contractors, volunteers, customers and visitors who wish to stop using tobacco products. Tobacco use cessation resources will be provided to any employee

who expresses an interest in seeking help to stop using tobacco products. Contact the Wellness Coordinator for COIC located at the Deschutes Onsite Clinic.

COIC volunteers, contractors, customers and visitors may be referred to the Oregon Tobacco Quit Line (1-800- QUIT-NOW [English] or 1-877-2NO-FUME [Spanish]), a free tobacco cessation resource available to all Oregonians, operated by the OHA Public Health Division.