COIC RFP # CET 26-01: Vanpool Services

Addendum 1: Questions and Answers

Notice:

1. **Will any federal capital dollars be used?**
   Yes.

2. **Will the program use co-branded marketing?**
   Yes, marketing materials and support services will be co-branded. However, we do not intend for the exterior of vanpool vehicles to include CET or COIC branding.

3. **Will the Agency consider using the selected vendor's form agreement?**
   COIC's position is that we prefer to use our contract. However, COIC would be open to reviewing a vendor contract that is fit-for-purpose.

4. **On page 13, Section 3.1, it states "The contract will operate on a base period of one (1) year with four (4) additional one-year renewal options, to be exercised at COIC's sole discretion."**
   a. **Would COIC be amenable to updating base period three (3) years with two (2) one-year renewal options?**
      COIC is not open to adjusting the contract base period and renewal options at this time, but will continue to review those parameters based on funding availability.
   b. **Would COIC be amenable to updating language to state "to be exercised at COIC's sole discretion upon mutual agreement of both parties."?**
      COIC cannot include a mutuality clause. However, we could amend the language to the following: "to be exercised at COIC's sole discretion, provided that COIC notify the selected vendor at least ninety (90) days before the renewal period."
5. **Is COIC able to mutually indemnify selected vendor?**
   This is not standard COIC practice.

6. **Would COIC be amenable to making Termination for Default in section 3.15 mutual for both parties?**
   This is not standard COIC practice.

7. **On page 16, section 3.16, "Opportunity to Cure," would COIC be amenable to updating ten (10) days to thirty (30) days?**
   Yes.

Central Oregon Intergovernmental Council
1250 NE Bear Creek Rd, Bend, OR 97701
(541) 548-8163 – Fax: (541) 923-3416