



Central Oregon Intergovernmental Council

INVITATION TO BID

For

Fuel & Related Services, Bid# CET 14-1

Sealed bids must be received at the address below no later than
3:00 PM Thursday, May 8, 2014

COIC
334 NE Hawthorne Ave
Bend, Oregon 97701
(541) 548-8163

Table of Contents

Section 1 – INTRODUCTION.....3
Section 2 – INSTRUCTIONS TO BIDDERS 4
Section 3 – GENERAL PROVISIONS 12
Section 4 – TECHNICAL SPECIFICATIONS/SCOPE OF WORK..... 21
Section 5 – PRICING & PRICE ADJUSTMENTS..... 25

EXHIBITS

- Exhibit A – Bid Form
- Exhibit B – Federal Regulations
- Exhibit C - Non-Collusion Affidavit for Proposer
- Exhibit D - Certification of Primary Participant Regarding Debarment
- Exhibit E - Certification of Restrictions on Lobbying
- Exhibit F - Certification, DBE/EEO
- Exhibit G – Form of and Information on Business
- Exhibit H - Insurance
- Exhibit I – Receipt of Addenda
- Exhibit J – Form for Bid Deviation
- Exhibit K – Proposal Submission Checklist
- Exhibit L – Formal Offer Signature Sheet
- Exhibit M – Oregon State Public Contract Provisions
- Exhibit N – Bid Protest Procedures
- Exhibit O – General Standards of Bidder Responsibility
- Exhibit-P – State Contract Commercial Fueling Locations

ATTACHMENTS

- Attachment 1 – CET program FY13 fuel use by fuel type & by city
- Attachment 2 – Example of CONTRACTOR invoice

SECTION 1 – INTRODUCTION

1.1 COIC & CET

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 and in Klamath Falls and Lakeview. COIC employs more than 100 people and services in the following areas: employment and training, alternative high school education, business loans, 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 (CET), 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 converted the system into a coordinated regional system.

1.2 Purpose

The purpose of this Invitation to Bid (ITB) is to award a Price Agreement to one prime contractor for the purchase of Regular Unleaded, Ultra Low Sulfur Diesel #2, and Winterized Diesel fuel and services described in Section-4 Scope of work to the Central Oregon Intergovernmental Council (“COIC”) for its Cascades East Transit public transit operations. COIC is seeking bids from qualified firms to maintain fuel supply at various locations within Central Oregon, provide a commercially automated (key/cardlock) fueling system and other related services. Detailed information regarding the services to be provided can be found in Section-4 Scope of work.

It is the intent of COIC to award the contract to one primary Contractor, who shall be responsible for providing the goods and services described herein; however, if it is in the best interest to award to multiple Contractors, COIC reserves the right to do so.

The term of an awarded Price Agreement will be for three (3) years.

1.3 Estimate of Purchases

Based upon historical sales, approximately 137,896 gallons of fuel could be purchased annually by COIC’s CET program. This estimate is offered solely for the purpose of illustrating potential sales volumes. Purchases may be in a greater or lesser volume during the term of the Price Agreement.

1.4 Schedule of Activities

COIC anticipates the following general timeline for this ITB. The anticipated schedule may be changed as needed.

April 3, 2014	Issuance of ITB
April 18, 2014	End of Inquiry Period
April 25, 2014	Response to Inquiries
3:00 PM May 8, 2014	Bid Closing Deadline
May 13, 2014	Notice of Intent to Award

June 5, 2014	Board of Directors Approval
June 11, 2014	Contract Award
July 1, 2014	Start of Service

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 Definitions

The following definitions are provided as a courtesy to potential Bidders:

- 2.1.1** COIC, including Cascades East Transit, may be referred to as: “COIC”, “CET”, “Owner,” or “Agency”
- 2.1.2** Invitation to Bid may be referred to as “ITB,” or “solicitation.”
- 2.1.3** Bidders may be referred to as: “Bidders,” “Companies,” “Proposers” or “Respondents.”
- 2.1.4** The successful bidder awarded a contract from this solicitation may be referred to as: “Contractor,” “Successful Bidder,” or “the Awarded Party.”
- 2.1.5** The document(s) that will be executed with the successful bidder from this solicitation may be referred to as “Price Agreement,” “Agreement,” “Contract,” or “Purchase Order.”
- 2.1.6** Oil Price Information Service may be referred to as “OPIS.”
- 2.1.7** Oregon Revised Statute may be referred to as “ORS.”
- 2.1.8** Oregon Administrative Rule may be referred to as “OAR.”
- 2.1.9** E-10 Unleaded may be referred to as “Regular Unleaded” or “Mid Unl 10%E.”
- 2.1.10** B-5 Diesel may be referred as “Ultra Low Sulfur Diesel #2”, “B5 Biodiesel” or “Biodiesel.”
- 2.1.11** Winterized Biodiesel may be referred as “Winterized Diesel”
- 2.1.12** Bids may be referred to as “Proposals”

2.2 Single Point of Contact

Except as expressly noted elsewhere in this ITB, Drew Orr, the Transportation Business Administrator, (“Contract Administrator”), shall be the only point of contact for this ITB. Any questions or issues that may arise regarding the specifications, the solicitation process, or the award process shall be directed to the Contract Administrator via email or fax using the contact information provided below. Proposers shall not rely on oral or written representations regarding this ITB unless issued in writing as an addendum by the Contract Administrator.

Drew Orr, Transportation Business Administrator, COIC
334 NE Hawthorne Ave.
Bend, Oregon 97701
(541) 548-9525
Fax# (541) 389-7367
dorr@coic.org

Proposers are cautioned that until a Notice of Intent to Award has been announced, discussions or communications with COIC Managers, COIC employees, COIC representatives, 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 under this solicitation.

2.3 Bidder Registration: COIC reserves the right to make changes to the ITB. All changes to the ITB, prior to receipt of bids, shall be made by addenda to the ITB which shall be made available to all Proposers registered on for this ITB. Prospective bidders register by sending an email to the Contract Administration listed in Section 2.2

2.4 Bid Preparation

2.4.1 Offer Submission Items: Exhibit K contains the Bid Submission Checklist of the items required in the Bid package by the original ITB. Subsequent addenda, if any, may require additional documents be submitted. Any submitted Bid package that is not complete will be considered a non-responsive bids and will not be considered.

2.4.2 Price Agreement and Proof of Insurance: The Successful Bidder shall sign a Price Agreement based on this ITB, and provide all required proofs of insurance in a timely manner upon notification of intent to award (refer to Exhibits H). COIC may reject the Offer if the Successful Bidder fails to present the required documents in a timely manner. Bidders are encouraged to consult their insurance agent(s) prior to Offer submission about the insurance requirements contained in the ITB.

2.4.3 Bid Format: Each proposal should indicate on the outside of the envelope/package the name of the Proposer, the RFP title, and the words "Fuel & Related Services Bid # CET 14-1" on the front lower left hand side. Bids shall be prepared and submitted on the forms provided in this ITB. No oral, telephone, email or facsimile bids shall be accepted. All Offers and copies must be complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and specifications pages, and any other required information. All necessary attachments must be submitted with the Offer in the required format.

2.4.4 Bid Submission: Sealed bids must be received by COIC on or before 3:00 PM Thursday, May 8, 2014. Only mailed or hand delivered to the address provided in 2.2 will be accepted. Late bids will not be considered. A Bid shall be deemed received when the COIC Contract Administrator 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.

2.4.5 Inquiry Period/Process: By submitting a bid, Bidders agree that they understand the requirements of this ITB, and that they fully understand their obligations if they were to enter into a contract with COIC. Bidders shall raise any questions, requests for change, requests for clarification, or exceptions concerning this ITB (collectively referred to as "Inquiries") by email or facsimile to the Contract Administrator, specified in Section 2.2, on or before 5:00 PM Friday, April 18, 2014. COIC shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change. The names of Bidders submitting Inquiries shall not be disclosed; however, all parties who registered shall receive a copy of the Inquiries and the responses to those Inquiries. COIC shall consider no Inquiries after this deadline. If a Bidder discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in this ITB, and fails to notify COIC on or before the Inquiry Deadline, the Bidder submits a response to this ITB at its own risk. The Bidder shall not

be entitled to additional compensation, relief or time by reason of the error or its later correction.

- 2.4.6 Signature on Bid:** Bid Forms shall be signed in ink by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection to any other person, firm or corporation making a bid for the same purchase and is in all respects fair and made without collusion or fraud.

A bid submitted in response to this ITB shall constitute a binding offer. Signature on a bid also certifies that the Bidder has read, fully understands, and agrees with all bid specifications, terms and conditions. Comprehension of bid requirements shall be the responsibility of the Bidder. Claims regarding a failure to comprehend bid requirements will not be considered.

Bidders shall only enter information within the bid document where it is requested or required. Bidders shall not make any alterations to the original solicitation document. Instead, exceptions, conditions, reservations or understandings should be explicitly stated and submitted on the "Form for Proposal Deviation" in Exhibit J as described in Section 2.6.6. Any bid that alters the Bid Form or solicitation requirements may be rejected.

- 2.4.7 Bid Modifications:** Modifications or erasures made on the bid submission shall be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. COIC shall consider the last bid submittal as the most current submittal. All previous bid submittals shall be considered void. Bidders may not modify bids after bid closing date and time.

- 2.4.8 Bid Withdrawals:** Bids may be withdrawn by submitting a written request on company letterhead signed by an authorized representative and received by COIC prior to bid closing time.

- 2.4.9 Addenda:** COIC reserves the right to make changes to the ITB by written addenda, up to (3) business days prior to the closing date and time. Addenda shall only be issued by COIC and, upon issuance, are incorporated into the ITB. Addenda will be emailed to all registered Bidders. Any changes to the proposal requirements will be made by written addendum. All parts of the Invitation to Bid, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between COIC and selected PROPOSER, and shall be incorporated therein.

- 2.4.10 Cost of Bid:** COIC shall not pay any costs incurred by the Bidder for its preparation or submission of a bid, including but not limited to any costs incurred for making necessary studies or designs for the preparation of a bid under this ITB.

- 2.4.11 Verbal Agreements:** No prior, current or post-award verbal agreement(s) with any officer, agent or employee of COIC shall be affect, modify or supersede any terms or modifications of this request for proposals or any written agreements or option resulting from this process

2.5 Method of Bidding

Each bidder shall offer a Contractor Markup on the bid form in Exhibit A. on the fuel types listed in Bid Items 1 through 3. Only one Contractor Markup per Bid Item shall be submitted for each fuel type. Failure to bid all required fuel types shall result in the rejection of a Bid in its entirety. The Contractor Markup for each fuel type shall be

inclusive of (a) Contractor overhead and profit and (b) all direct, indirect, fixed and/or variable costs incurred by the Contractor, (except applicable federal, state and local taxes, if any) including without limitation, such items as cost of Goods, transportation, labor, fees and other such costs.

2.6 Method of Award

2.6.1 COIC shall award the Contract to the responsive, responsible bidder submitting the lowest bid as determined by the steps described in Sections 2.6.2, 2.6.3 & 2.6.4 that meets the minimum Bid Requirements described in section 2.65. COIC reserves the right to withdraw any item(s) from award consideration if it is in the best interest of COIC to do so.

2.6.2 Calculation of Lowest Bid: The lowest bid will be the lowest Total Estimated Annual Cost to COIC.

2.6.2.1 Rack Rate Equivalent Price (RREP) will be a stated price for each fuel type representing the OPIS Daily Index Pricing, which will be utilized in determining the contract price for each fuel. The following RREP’s will be used in determining the lowest bid:

Fuel Type	RREP
E-10 Unleaded	\$2.5058
B-5 Diesel	\$3.0055

2.6.2.2 Contractor Markup: For each particular fuel type, all profits, freight/transportation costs, transfer fees, overhead and all other applicable fees, except taxes, added to the rack rate equivalent price by the proposer to make up the proposed unit product price. For winterized diesel fuel, this would include winterization fees. For non-winterized fuels, it wouldn’t.

2.6.2.3 Unit Product Price (UPP) will be determined by adding the Rack Rate Equivalent Price for each fuel type to the Contractor Markup (CM) for each respective fuel type provided on the bid form.

$$UPP = RREP + CM$$

2.6.2.4 Annual Product Cost (APC) will be determined by multiplying the Unit Product Price by the Estimated Quantity (EQ) for each fuel type. The Estimated Quantities are provided below.

$$APC = UPP \times EQ$$

Fuel Type	Estimated Quantity
E-10 Unleaded (RU)	77,847 gallons
B-5 Diesel (D)	35,029 gallons
Winterized Diesel (WD)	25,021 gallons

2.6.2.5 Total Annual Cost (TAC) is the combined total for the three Annual Product Costs.

2.6.2.6 COIC reserves the right to establish an alternate method used for calculating the total cost to COIC, including the price of fuel, but also considering factors such

as the fully burdened cost of getting COIC fleet vehicles/equipment to and from the Proposer's fueling satiations point of sale.

2.6.3 State Contract Rate: As an Oregon Cooperative Procurement Program (ORCPP) member, COIC is eligible to utilize State markups from Oregon Price Agreement #1504 (Solicitation #102-1804-11). The State contract rates are as follows:

Fuel Type	State Markup
E-10 Unleaded	\$0.165
B-5 Diesel	\$0.165
Winterized Diesel	\$0.195

A Total Annual Cost, under the State price agreement, will be determined using the State markup plus internal administrative costs (\$0.04) for each fuel type. If the Total Annual Cost using the State rate is lower than the lowest bid, COIC will utilize the State price agreement for fuel purchasing.

2.6.4 Equal Bids: In the event two or more Bidders share the lowest bid the following will be used to determine an Apparent Successful Bidder:

2.6.4.1 Total number of service facilities located in Deschutes County

2.6.4.2 Total number of service facilities located in Central Oregon (Crook, Deschutes and Jefferson Counties)

2.6.4.3 If two or more Bidders share the lowest bid and have an equal number of total service facilities located in Central Oregon, all such Bidders will be selected as Apparent Successful Bidders.

2.6.5 Minimum Bid Requirements: Each bid submitted shall meet all minimum requirements established by the specifications provided in Exhibit K and comply with the terms and conditions of the ITB. PROPOSERS MUST HAVE THE MINIMUM NUMBER OF COMMERCIAL GRADE FUELING STATIONS MEETING THE TECHNICAL REQUIREMENTS SPECIFIED WITHIN THIS DOCUMENT AND ARE IN LOCATIONS EQUIVALENT TO THOSE LISTED IN EXHIBIT P. THE NUMBER OF FUELING STATION SITES PER TOWN IS DESCRIBED IN SECTION 4.9.1. THE PROPOSER SHALL INDICATE THE NUMBER OF AND LOCATION OF THEIR FUELING SITES ON THE COMPLETED BID FORM ON EXHIBIT A. An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, and in accordance with ORS 279B.100. COIC will reject as non-responsive any proposal which does not include the required documents or substantially meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. COIC will consider all of the Proposer's materials to determine whether the Bid is in compliance with the terms and conditions set forth in this ITB. Proposers must submit all required information in the manner described, unless otherwise waived by COIC, in order for the Proposal to be considered responsive.

2.6.6 Proposal Deviations: Any exceptions, conditions, reservations or understandings that are explicitly stated on the required form "Form for Proposal Deviation" in Exhibit J 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.

2.6.7 Review of Defective Bids: COIC generally will not completely review or analyze any bid response which on its face fails to comply with the requirements of the bid documents nor will COIC generally investigate the references or qualifications of those who submit non-responsive bids. If any proposal indicates minor noncompliance or variance with the ITB, COIC may, but need not, request that the proposal be supplemented. All proposers will receive notice of all requests to other proposers for submission of supplements. 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.

2.6.8 Public Records and Requests for Confidentiality: All information submitted by a Bidder will be considered public information unless the Bidder requests that information be treated as confidential, and the information is considered exempt under ORS 192.501 or 192.502. If a Bidder declares any information contained in its bid submittal to be confidential, the Bidder must specifically identify those sections containing as “Confidential Information” and briefly explain how and why the information is exempt from disclosure to the public pursuant to ORS 192.501 or 192.502. The request must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquires by COIC concerning the confidential status of the materials.

Any documents submitted and any documents exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and each page upon which Confidential Information appears must be marked as containing Confidential Information. The Confidential Information should be clearly identifiable to the reader wherever it appears. All copies submitted, as well as the original proposal, must be marked in this manner. The Oregon Public Records Law exempts from disclosure only certain types of public records, and the exemption from disclosure will not apply if “the public interest requires disclosure in the particular instance,” ORS 192.501. Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made based upon the Public Records Law.

2.6.9 Time for Acceptance of Bids: shall be valid and firm for a period of 90 days from the bid closing date and may not be modified or withdrawn after the closing date.

2.6.10 Identification of Apparent Successful Bidder: COIC’s Transportation Manager shall have full authority over COIC’s source selection and decision to award, subject to applicable COIC Board of Directors policy and approval. COIC will identify the Apparent Successful Bidder before the final award of the contract, however, no Bidder shall have any contractual rights or entitlements until COIC has approved the Contract award and the COIC representative has signed said Contract.

2.6.11 Protest of Award: Adversely affected or aggrieved Bidders may protest COIC’s intent to award a Contract. For purposes of this ITB, an adversely affected or aggrieved Bidder is defined as a Bidder who submitted a bid and is eligible for award of the Contract as the best proposer or the lowest bidder and is next in line for award. Eligible Bidders protesting award shall follow the procedures described in Exhibit N. Except as otherwise provided in Exhibit N, the contents and filing of protests shall be in accordance with the Public Contracting Code (ORS 279B.400 to 279B.425) and the Model rules (OAR 137-047-0700 to 137-047-0800). COIC will not consider protests

which are not submitted in conformance with these procedures. This protest procedure constitutes the sole administrative remedy available to Bidders.

2.6.12 Right to Reject: COIC reserves the right, in its sole discretion to:

- 2.6.12.1** Amend these solicitation documents;
- 2.6.12.2** Extend the deadline for submitting bid responses;
- 2.6.12.3** Determine whether a bid response does, or does not, substantially comply with the requirements of the solicitation;
- 2.6.12.4** Waive any minor irregularity, informality, or non-conformance with the requirements of the solicitation documents; and
- 2.6.12.5** At any time prior to Contract execution (including after announcement of the apparent successful bidder):
 - 2.6.12.5.1** To reject any bid responses that fails to comply with all prescribed bidding procedures and with all requirements of these bid documents; and
 - 2.6.12.5.2** To reject all bid responses received and without liability cancel this solicitation upon a determination by COIC that cancellation would be in the best interest of COIC.

2.7 Bidder Qualifications

The successful bidder must equal or exceed the FTA specified General Standards of Bidder Responsibility criteria set forth in Exhibit O and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether Contractor is a “Responsible Bidder” and meets the standards set forth in ORS 279B.110 and has not been debarred by COIC under 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.

2.8 Responsibility Notification

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 Price Agreement, the apparent successful Bidder's responsibility to perform the Price Agreement. Bidder's submission of a signed Offer shall constitute Bidder's authorization for COIC to obtain, and Bidder'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 Bidder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. COIC may reject an Bid, if Bidder fails to promptly provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under ORS

279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Bidder non-responsible and shall constitute grounds for Bid Rejection.

- 2.9 Pre-Contractual Expenses:** COIC shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
1. Preparing its proposal in response to the RFP;
 2. Submitting the proposal to COIC;
 3. Negotiating any matter related to this proposal with COIC;
 4. Proposer staff time involved in pre-award accounting system review; or
 5. Any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.
- 2.10** If award determination is made based upon the most favorable initial proposal(s), COIC 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.
- 2.11** If only one bid is received in response to this ITB 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 bid in response to this ITB. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results there from shall not obligate the COIC to accept such a single bid; and the COIC may reject such bid at its sole discretion.
- 2.12** COIC reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms and conditions would be limited to ones having the effect of clarifying the ITB language and correcting defects, such as omissions or misstatements, which are discovered after the ITB is issued.

If the most responsible proposer refuses or fails to execute the Agreement, COIC may award the Agreement to the second most responsible proposer. Such award will normally be made within sixty (60) days after opening of proposals. If the second most responsible proposer refuse or fails to execute the Agreement, COIC may award the Agreement to the third most

responsible proposer. Such award will normally be made within seventy-five (75) days after the opening of proposals. The above time period may be changed by Agreement between COIC and the proposer concerned.

- 2.13** COIC shall provide successful CONTRACTOR a written notice of award or acceptance of a proposal within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the CONTRACTOR prior to the CONTRACTOR'S receipt of Notice of Award shall be entirely at the CONTRACTOR'S risk.
- 2.14** Following contract award, COIC will inform unsuccessful Proposers of number of proposals received and total contract price. COIC will attempt to give the notice under this paragraph promptly after contract award. COIC's failure to give such notice shall not be deemed to affect the validity of the contract.

SECTION 3 – GENERAL PROVISIONS

- 3.1 Unless terminated sooner under the provisions of this contract, the term of the contract shall be three (3) years. Type of Contract: Compensation for this contract will be based on a set contractor markup per gallon of each fuel type.
- 3.2 COIC will pay CONTRACTOR the unit prices set forth in this contract. The units are defined as contractor markup per gallon. The quantities of the fuel consumed in the past by the CET project are to be used for 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 fuel consumed in the past by the CET project and actual fuel consumed by the CET project over the life of the contract shall not constitute the basis for an equitable price adjustment.
- 3.3 [this section is intentionally left blank]
- 3.4 COIC shall pay the CONTRACTOR, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. CONTRACTOR shall submit service invoices within eight (8) days after the end of the month. COIC shall pay the CONTRACTOR within thirty (30) days of the receipt of a proper invoice.
- 3.4.1 Notwithstanding any other additional requirements of this contract, invoices shall contain the contract number; the date(s) goods or services furnished, and an itemized breakdown showing hourly rates and hours worked. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council
Attn: Accounts Payable
334 NE Hawthorne Ave.
Bend, OR 97504
payables@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 B, or for any longer period required by statute or by other clauses of this contract.
- 3.8 [this section is intentionally left blank]
- 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.
- 3.10 It is understood and acknowledged that Agreement is not a contract of employment between COIC and CONTRACTOR, or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall at all times be, deemed to be an independent contractor. CONTRACTOR is not authorized to bind 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 defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, CONTRACTOR shall inform COIC immediately in writing with a full description of the defect, problem, or nonconformance.
- 3.11 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the Attorney General Model Rules and the COIC adopted Procurement Policy. In this regard all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement". These rules state that before seeking judicial review of termination action, or other action, that the affected CONTRACTOR must file a written protest directed to COIC and must exhaust all administrative remedies. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.
- 3.12 In performing its obligations under this contract, the CONTRACTOR agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 -279B.240, each of which is incorporated herein by reference. In 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 that the individual employees and agents of CONTRACTOR may be treated as public officials under ORS 244.020 (15). CONTRACTOR agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to CONTRACTOR'S control when performing work under this Contract.
- 3.13 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COIC, its property or its right-of-way 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: Upon 30 days written notice to the CONTRACTOR, COIC may terminate this contract, in whole or in part, when it is in COIC's best 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.
- 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 case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after

receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 3.20 Waiver of Remedies for any Breach: In the event that COIC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 3.21 [this section is intentionally left blank]
- 3.22 CONTRACTOR shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. CONTRACTOR shall permit the authorized representatives of COIC, the 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.
- 3.23 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under Agreement shall be exclusively vested in the State Courts of the County of Deschutes, or where otherwise appropriate, exclusively in the United States District Court, Eugene, Oregon. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any conflicts between federal and state regulations, federal laws, rules and regulations shall govern/prevail on this project (ORS 279A.030).
- 3.24 During the term of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin.
- 3.25 The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the

parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

- 3.26 This procurement may be funded, in whole or in part, by grant funds provided by the Federal Transit Administration. This procurement and contract shall be governed by applicable federal laws and regulations relating to third party contracts.
- 3.27 This contract is funded in part under a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in **Exhibit B**, which is attached to and made a part of this contract.
- 3.28 [this section is intentionally left blank]
- 3.29 [this section is intentionally left blank]
- 3.30 If the project funding drops, COIC retains the right to terminate this contract at the end of the then-current fiscal year and all obligations of the parties under this contract arising thereafter shall terminate. 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 does 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 If this contract is for the supply of goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's for those goods. If this contract is for the rental or lease of CONTRACTOR'S goods, the CONTRACTOR shall bear the risk of loss to CONTRACTOR'S goods. CONTRACTOR agrees to carry insurance to cover any such losses. Title to the CONTRACTOR'S goods shall

remain with CONTRACTOR while goods are in COIC's possession. If this contract is for the repair or servicing of COIC owned goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in CONTRACTOR'S possession. CONTRACTOR agrees to carry insurance to cover any losses/damages to COIC's goods while in CONTRACTOR'S possession.

- 3.33 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.
- 3.34 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 this 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 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.
- 3.38 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.

- 3.39 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.
- 3.40 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
- 3.41 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised and administered by COIC Transportation Manager or designee.
- 3.42 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.
- 3.43 Notice of Deficiencies: COIC's Transportation Manager or designee may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement which address the issue. CONTRACTOR shall correct deficiency within reasonable time limits specified by COIC not to exceed 30 days unless agreed to in advance by COIC in writing.
- 3.44 Force Majeure: The Contractor will not be liable for any failure to perform if acceptable evidence has been submitted 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.
 - 3.44.1 REPLACEMENT SERVICES
 - a) In the event that the Contractor is unable, due to a strike, work stoppage, or other 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 shall be 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 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.

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

3.44.3 In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make a reasonable attempt to so notify the public including notification to local newspapers, and, if appropriate, local radio and television stations. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of 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.

3.45 Notice: All notices shall be made by certified US mail, postage prepaid, return receipt requested, or hand-delivered, addressed as follows:

COIC: Transportation Manager
 Central Oregon Intergovernmental Council
 334 NE Hawthorne Ave.
 Bend, OR 97701

CONTRACTOR: TBD

Service of such notices shall be deemed complete three (3) days after deposit in the US Mail or on the date hand-delivered.

3.46 Precedence of Agreement Document: In the event of a conflict or ambiguity arising between Agreement documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. The documents shall control in the following order unless otherwise specifically set forth in this Agreement: This Agreement, The RFP, the Proposal.

- 3.47 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity be purchased by another entity or otherwise change its corporate structure during the term of this Agreement, the COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.
- 3.48 Assignment (COIC): The COIC reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. The CONTRACTOR hereby approves the assignment and agrees such assignment shall constitute a complete novation between COIC and CONTRACTOR; and receipt by CONTRACTOR from COIC of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.
- Assignment of vehicle, and equipment lease(s), if any, from COIC to CONTRACTOR shall be activated by a separate written agreement jointly signed by COIC and a principal from CONTRACTOR. Such separate written agreement shall be attached to Agreement to be incorporated by reference and shall indicate which party is responsible for lease payments.
- 3.49 Insurance Requirements: CONTRACTOR agrees to have and maintain the policies of insurance set forth in Exhibit H. Insurance, and which is attached to and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by COIC's Transportation Manager as to form and content. These requirements are subject to amendment or waiver if so approved by the COIC's Transportation Manager. CONTRACTOR agrees to provide COIC with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT.
- 3.50 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 Agreement, or subcharter vehicle without prior written consent from COIC.
- 3.51 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 – TECHICAL SPECIFICATIONS/ SCOPE OF WORK

- 4.1 SERVICE:** Bidders are required to submit with their Bids detailed information about service facilities, locations, and procedures, including, but not limited to, the following:
- 4.1.1 Current contacts and telephone numbers, fax numbers with after-hour telephone numbers (if available), for each service facility in Oregon.
 - 4.1.2 **Contact Person:** The apparent successful Bidder shall designate one or more persons(s) to act as Bidder's authorized representative and Contract Administrator under the Contract to be awarded. The name, address, and telephone number(s) of such person shall be provided to COIC contact within ten (10) calendar days of notification of award.
 - 4.1.3 **Training:** The Contractor shall provide training of customer personnel in the proper dispensing of flammable liquids and fire safety training in accordance with OAR

837-20-055. The Contractor shall comply with the current and future regulations in this area.

4.2 **MINIMUM EXPERIENCE:** The Offeror must have a minimum of ten years experience in providing fuel cards and related programs with a minimum of five (5) years providing fuel cards for a governmental agency.

4.3 **FUEL CARD ADMINISTRATION:**

4.3.1 Primary System Fuel Cards:

COIC has approximately 70 vehicles in its CET fleet. The Offeror must provide fuel cards that are vehicle specific. COIC has approximately 65 drivers (both COIC employees and the Bend Public Transit Contractor employees) operating CET vehicles. The Offeror must provide security codes for each authorized driver. The fueling system must require a driver enter in the driver identification number (PIN), route #, and odometer reading at the fuel site to secure fuel. The cards shall be the same size and strength as a normal credit card and resistant to modification or tampering. The Offeror must provide fuel cards that can be restricted to allow only select purchases; (e.g. diesel fuel only for vehicle #833). The Offeror must provide fuel cards capable of having transaction limits by maximum single transaction amount/cost and maximum daily amount/cost/number of transactions.

4.3.2 CET Admin Staff Fuel Cards:

COIC has approximately 5 CET Staff members that need individual specific fuel cards that can be used to fuel any vehicle within the fleet, with any fuel specified within the contract. These cards will allow COIC Admin Staff to fuel CET vehicles from any of the CONTRACTOR's fuel sites, even in the event that the fuel site loses its satellite link. of a primary card system failure. The fueling system must require the card user to enter in the driver identification number (PIN), route #, and odometer reading at the fuel site to secure fuel. These cards shall be the same size and strength as a normal credit card and resistant to modification or tampering. The Offeror must provide fuel cards capable of having transaction limits by maximum single transaction amount/cost and maximum daily amount/cost/number of transactions. The Offeror shall be able to provide different maximum amounts for the Admin Staff Fuel Cards than those of the Primary System Fuel Cards.

4.3.3 The CONTRACTOR shall supply to COIC, promptly upon phase-in and within three working days after request (e.g. lost or stolen cards), at no charge:

1. Written instructions for using the key/cardlock system;
2. Key/cardlock devices for each required vehicle;
3. Safety training will be completed;
4. Safety training materials will be provided;
5. Detail of all fueling locations and fuel provided at each location.

4.3.4 CONTRACTOR will give COIC one week notice on any changes in key/cardlock sites or services.

4.3.5 **KEY/CARD DEVICE INVALIDATION:** Contractor shall have in place a system that will receive and respond to an invalidation notification within four hours.

Notification of a misplaced or stolen key/cardlock device shall be provided immediately to the Contractor by each user of the misplaced or stolen key or card that requires deactivation. Literature shall be provided by each proposer explaining its invalidation notification methods and procedures. Contractor shall be required to be insured to cover all unauthorized transactions due to theft or loss of a card.

4.4 KEY/CARD DEVICE INVALIDATION LIABILITY:

The Contractor shall be responsible for purchases at any of its key/cardlock sites after four (4) hours has expired following notification of invalidation. COIC shall be responsible for purchases in the first four hours up to \$200.00 after documented notification of invalidation request. Each proposer shall describe additional dollar limitations (if any) available in regard to agency liability.

4.5 Training: All key/cardlock's located in the State of Oregon are regulated by the Office of the State Fire Marshal. Contractor is required by law to provide cardlock safety training to all card holders prior to fueling. Safety training brochures will be provided to each agency, in addition, Contractor will provide training materials and certification prior to issuing key/cardlock devices to COIC. All applicable personnel will be required to sign a cardlock certification stating they have completed the safety training. The Contractor shall provide UST class C training in accordance with OAR 340-150-0210, and training materials for City personnel in the proper dispensing of flammable liquids and fire safety training in accordance with OAR 837-020-055. The Contractor shall comply with the current and future regulations in this area.

4.6 MSDS Sheets: At time of contract signing by the Contractor, Material Safety Data Sheets (MSDS) for each product shall be provided by the Contractor and made part of this contract and as new or updated MSDS become available; the Contractor shall forward copies to COIC to meet requirements set out in OAR 837-085-0110.

4.7 HOURS OF OPERATION: The Commercial fueling site shall be available 24 hours-per-day, every day of the year.

4.8 FUELS: The Contractor shall provide a site that will be a functional Commercial Fueling system for the purchase of Regular Unleaded gasoline, Ultra Low Sulfur Diesel #2 and Winterized Diesel motor fuels and shall meet the following requirements:

4.8.1 All motor fuels shall be free from impurities including, but not necessarily limited to, water, dirt, harmful oils, fibrous material, and other petroleum products or contaminants.

4.8.2 In case of damage directly traceable to a contaminated motor fuel at the site, the Contractor shall be responsible for the damage costs.

4.8.3 Underground storage tanks shall comply with current and future federal and state regulations.

4.8.4 All Goods shall comply with applicable industry and government standards, specifications and American Society of Testing and Materials (ASTM) Standards at the time of bid closing. Contractors shall also be required to meet all industry and governments standards as they are updated.

4.8.5 Regular Unleaded Gasoline shall have a minimum of 87 Octane.

4.8.6 Ultra Low Sulfur Diesel #2 shall have a cetane rating from 40 to 45.

4.8.7 Winterized Diesel shall be used in the months of October through March to a Cloud Point not higher than six (6) degrees Celcius above the tenth percentile minimum ambient temperature for the area in which the fuel is sold.

4.8.8 Fuel Availability: The Contractor shall maintain, adequate supplies of regular unleaded gasoline, Ultra Low Sulfur Diesel #2 and Winterized Diesel motor fuels to meet customer needs; however, the requirement of adequate supply shall be excused by strikes or lockouts, inability to obtain motor fuel beyond the control of Contractor, governmental regulations or controls, Acts of God, or other causes beyond the reasonable control of the Contractor.

4.9 SITE LOCATIONS: The purpose of the Contract shall be to supply commercial fueling sites in Central Oregon

4.9.1 The Contractor that is awarded this Contract shall have commercial fueling sites in the following cities: Bend (2) sites are required, Redmond, Madras, Prineville and La Pine.

4.9.2 Contractor shall provide, prior to award, a complete list of all site locations available for use by COIC including those listed above.

4.10 SITE CONDITIONS:

4.10.1 The Contractor will provide modern fueling facilities with adequate ingress, egress, and a sufficient number of dispensers to minimize customer queues.

4.10.2 Provide tank/dispenser systems that meet current E.P.A. and D.E.Q. regulations governing underground fuel storage tank systems.

4.10.3 Each site shall be well lit, clean and be in an open area as to provide a safe environment for 24-hour use. All approved sites shall have functional fire extinguishers (that meet State and/or Local Fire Marshal requirements), and shall have posted emergency telephone numbers for use in case of problems, and shall provide pay telephones and/or emergency telephones.

4.11 TAX EXEMPTION: The Offeror must have the ability to exempt federal, state and local taxes from which COIC is lawfully exempt when using the fuel card at commercial fueling sites (gas stations). If Offeror becomes unable to deduct these taxes at any time during the period this contract is in effect, it will be considered a breach of this agreement and COIC may cancel the contract with no penalty.

4.12 INVOICING:

4.12.1 The Contractor's invoices shall contain the information described in Exhibit A, Price Agreement, Section 8.

4.12.2 The Contractor shall transmit sales and billing information as required by COIC.

4.12.3 The Contractor shall allow flexibility in their billing frequency for COIC (i.e. weekly, bi-weekly or monthly).

4.13 VALID VEHICLES: Purchase charges for valid cards shall be paid by COIC. Any charge not corresponding to a valid cards shall be deducted from the billing and the Contractor shall be notified.

4.14 OPIS PRICING: Contractor shall provide a website where COIC can access the daily OPIS pricing to assist them in verifying their invoices. The daily OPIS pricing shall be updated on the website on a weekly basis. Contractor shall also make available to COIC a complete electronic listing of all daily OPIS pricing for the entire Contract period if requested.

4.15 REPORTS:

4.15.1 Contractor shall provide to COIC quarterly reports of sales made under the Price Agreement. (“Volume Sales Reports”). The Volume Sales Reports shall be delivered in Excel format electronically as directed by COIC and contain the following information:

4.15.1.1 Department Name of Purchaser

4.15.1.2 Vehicle Number

4.15.1.3 Driver Name (associated with a particular assigned PIN #)

4.15.1.4 Date Purchased

4.15.1.5 Type of Fuel Purchased

4.15.2 Gallons Purchased

4.15.3 Price Per Gallon

4.15.4 Total Price for each Transaction

4.15.5 Tax Collected for each Transaction.

4.15.6 Rack Location where Fuel Originated for each Transaction

4.15.7 Associated Rack Rate for Purchase

4.15.8 COIC may request more detailed reports on a quarterly or monthly basis.

4.15.9 Volume Sales Reports are due by the 15th day following the end of each calendar quarter during the Term of the Price Agreement. Calendar quarters end March 31, June 30, September 30 and December 31. COIC RESERVES THE RIGHT TO TERMINATE THE PRICE AGREEMENT IF CONTRACTOR DOES NOT SUBMIT SALES REPORTS AS SCHEDULED.

SECTION 5 – PRICING AND PRICE ADJUSTMENTS

5.1 DEFINITIONS RELATING TO PRICING

5.1.1 Applicable Rack means the Rack from which the Goods sold to COIC were acquired by the Contractor.

5.1.2 Contractor Markup shall mean the markup as bid by the Contractor. The Contractor Markup shall be inclusive of (i) all direct, indirect, fixed or variable costs and fees of any type or description incurred by Contractor including transportation, labor, and administrative fees, and (ii) overhead and profit.

5.1.3 OPIS Daily Index Price shall mean the Closing/ End of Day Branded or Unbranded Average Price as published by OPIS for Goods in each Bid Item category for the Applicable Rack for the previous calendar day.

5.1.4 Contract Price means the price calculated by adding (a) the OPIS Daily Index Price (previous day closing price), for the Good purchased on the date of the transaction for the Applicable

Rack and (b) the appropriate Contractor Markup and multiplying the sum of these components by the number of units purchased.. No other costs, fees or other charges shall be added by the Contractor in determining the Contract Price.

5.1.5 Tax Component means applicable federal, State and local taxes applicable to the transaction for which COIC is not exempt.

5.2 PRICING: The Contractor is entitled to receive the Transaction Price for fuel purchased by COIC. The Transaction Price shall be the sum of the Contract Price and the Tax Component. No other costs, fees or charges shall be added by the Contractor in determining the Transaction Price.

5.3 PRICING ADJUSTMENT: The Contract Price for Goods may be increased or decreased during the Term of the Contract only as set forth hereafter.

5.3.1 The OPIS Daily Index Price for all Applicable Racks may increase or decrease on a daily basis during the Term of the Price Agreement based solely on the change of the OPIS Daily Index Price as published by the Oil Pricing Information Service.

5.3.2 At any time during the Term of the Price Agreement, Contractor shall be entitled to an increase in the Tax Component reflecting (i) new, increased or additional federal, State or local taxes that take effect after the Closing (ii) for which some or all Authorized Purchasers are not exempt. To obtain this increase, Contractor shall submit written notification to COIC, including all appropriate documentation and information relating to the tax increase. The increase shall be collected from COIC, if not exempt, from the tax beginning on the effective date of the tax as implemented by the applicable governmental entity. **THERE SHALL BE NO RETROACTIVE COLLECTION OF TAXES UNDER THIS SECTION.** The Contractor shall also submit in writing to COIC, notice of a decrease in the Contractor Markup reflecting any reductions in such taxes.

5.4 MISCELLANEOUS PROVISIONS

5.4.1 It is understood and agreed by Contractor that Rack locations and prices can be removed from and added to the OPIS publication by the publishing company without affecting the procedure for price computation. In the event that the Rack location that is being used for pricing is removed a substantially similar location will be used.

5.4.2 If it appears that an error has occurred in any OPIS Daily Index Price, COIC shall contact the publisher for clarification.

5.4.3 Contractor shall provide a website where COIC can access the OPIS Daily Index Price to assist them in verifying their invoices. Contractor shall also make available to COIC a complete electronic listing of all OPIS Daily Index Prices for the Term of the Contract if requested.

5.4.4 COIC reserves the right to add additional fuel types to the awarded Price Agreement as required. Additional fuel types at any given location, may be added to the Price Agreement by mutual consent of Contractor and COIC.

5.5 MOST FAVORABLE PRICES AND TERMS

5.5.1 Contractor represents that all prices, terms and benefits offered by Contractor under this Price Agreement are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

5.5.2 Should Contractor, during the Term of the Agreement, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other

such government unit or commercial customer, this Price Agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to COIC. This provision applies to comparable Goods and services, and to purchase volumes by COIC that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

- 5.5.3** Section 5.5.2 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of section 5.5.2.

EXHIBIT A
BID FORM

This Bid shall be signed in ink by an authorized representative of the Bidder. Any alterations or erasures to the Bid shall be initialed in ink by the undersigned authorized representative. Pricing will be no more than three (3) spaces to the right of the decimal.

A. Fuel Bids

Fuel Type	Contractor Markup
1. E-10 Unleaded	
2. B-5 Diesel	
3. Winterized Diesel	

B. Required Fuel Service Facility Sites

1. Affirm that the Bidder shall have the minimum number of fueling sites in each of the following cities:

- Bend (2)
- Redmond (1)
- Madras (1)
- La Pine (1)
- Prineville (1)

2. Are all three fuel types listed in Part A available at all of the cities listed above?

- Yes No

3. If no, please identify all fuel types unavailable for each affected city.

C. List of Fuel Service Facility Sites

Attach a list of all fuel service facilities in Crook, Deschutes and Jefferson Counties where bid pricing is available. The list should include location name, address, current contact, telephone number, fax number and after-hour telephone number (if available).

The undersigned agrees and certifies that he/she:

- Has read and understands all instructions, specifications and terms and conditions contained herein;
- Is the authorized representative of the Bidder and that the information provided in this Bid is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or contract termination;
- Is submitting a firm offer for a period of no less than 90 days; and
- Certifies that the information was arrived at independently, without any collusion with any other party competing for a contract under this Invitation to Bid.
- The Contactor represents that all prices, terms and benefits offered by the Contractor in this agreement are equal to or better than the equivalent prices, terms and benefits being offered by the Contractor to any other federal, state, or local government if the Contractor during the term of the agreement with COIC, enters into any contract agreement of arrangement that provides lower prices, more favorable terms or greater benefits, to any other government body, the contract with COIC shall be deemed amended to provide the same price of prices, terms and benefits. The provision applies to all comparable products, supplies and services provided by the Contractor.

Bidder (COMPANY) Name

Bidder Address

Authorized Signature

Date

Title of Authorized Representative

EXHIBIT B
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 CFR Part 18

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

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

49 CFR Part 19

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

18 CFR 18.36 (i)

49 CFR 633.17

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. 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 et seq
40 CFR 15.61
49 CFR Part 18

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.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 USC 3701(b)(1)(B)(iii) and (b)(2)
29 CFR 5.2(h)
29 CFR 5.5(b)
49 CFR 18.36(i)(6)

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) 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

**49 U.S.C. Part 18
FTA Circular 4220.1F**

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

the Contractor has any property in its possession belonging to COIC, the Contractor will account for the same, and dispose of it in the manner COIC directs.

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

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

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

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

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

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

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

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

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

of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Suspension and Debarment

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 is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 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 49 CFR 29, Subpart C 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.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. 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 section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

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 Manager. 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 Manager. 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 Manager 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 .5 %. A separate contract goal has not been established for this procurement.

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

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

31. DRUG AND ALCOHOL TESTING

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 Business 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.

EXHIBIT C
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 this affiliate, 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 D
**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:

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

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;

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

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 E
CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

Executed this _____ day of _____, of 20_____

Signature of Authorized Official _____

Title of Authorized Official _____

EXHIBIT F
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 G
Form of and Information on 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?

How many years has the Bidder been in business selling the products and providing the services made the subject of this ITB?

- Less than 5 Years
- 5 or More Years

Within the past five years, has the Bidder had any lawsuits filed against it involving contract disputes?

- Yes No

If Yes, indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal)

Within the past 24 months, has the Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for solvency instituted against it?

Yes No

If Yes, indicate filing dates, jurisdiction, type of action, ultimate resolution, and date of final judgment or dismissal, if applicable.

Within the past 24 months, has bidder had any lawsuits filed against it by creditors?

Yes No

If Yes, indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal).

EXHIBIT H

Insurance

- A. Contractor shall obtain at Contractor's expense the insurance specified, prior to performing any services or activities and shall maintain it in full force and at its own expense throughout the duration of the agreement and all warranty periods. Contractor shall obtain the following insurances from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon, that have a resident agent in Oregon, and that are acceptable to COIC.
- B. Contractor shall indemnify COIC for any liability or damages, including reasonable attorney fees that COIC may incur due to Contractor's failure to purchase or maintain any required insurance, which indemnification shall survive the termination of the agreement.
- C. Contractor shall pay all premiums and deductibles to provide the following:
- (1) **Workers Compensation:** Assurance that any and all subject workers of Contractor will receive compensation for compensable injuries by providing evidence of either: (a) workers' compensation insurance coverage; (b) self-insurance in compliance with law; or (c) a policy providing coverage in the event a worker is determined to be a subject worker of Contractor ("if any" coverage).
 - (2) **Commercial General Liability:** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage's that are satisfactory to COIC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Combined single limit per occurrence: \$2,000,000.00
Combined single limit Aggregate: \$4,000,000.00

Property Damage to Leased Space: \$500,000.00
 - (3) **Automobile Liability Insurance** covering all owned, non-owned, or 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"). Contractor shall provide proof of insurance of not less than the following amounts:

Combined single limit per occurrence: \$2,000,000.00
 - (4) **Garage Keepers Liability Insurance** sufficient to cover vehicles in control of contractor.

D. **Additional Insured:** The Commercial General Liability insurance and the Automobile Liability insurance required under this Agreement shall include, COIC and its directors, officers, representatives, agents, and employees as Additional Insured but only with respect to work or activities connected with the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Copies of the additional insured endorsements will be provided before delivering any goods and performing any services required under the Agreement.

**EXHIBIT I
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 J
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 2.6.6 of the ITB.

Deviation #: _____ PROPOSER: _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviation

Rationale (Pros & Cons):

Exhibit K
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 – Completed and Signed Bid Form
- Exhibit C - Completed and Signed Non-Collusion Affidavit for Proposer
- Exhibit D - Completed and Signed Certification Regarding Debarment
- Exhibit E - Completed and Signed Lobby Restrictions Certification
- Exhibit F - Completed and Signed DBE/EEO Certification. Also provide narrative description of your firm’s DBE/EEO program.
- Exhibit G – Completed and Signed Form of Business.
- Exhibit H - Documentation of Contractor-Provided Insurance
- Exhibit I – Completed and Signed Receipt of Addenda Form
- Exhibit J – Form for Proposal Deviation
- Exhibit L – Formal Offer Signature Sheet
- Documentation of Firm Background and Experience (a brief narrative description of your firm’s experience. : Proposer shall have a minimum of three (3) years recent experience repairing and maintaining similar vehicles.

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

**EXHIBIT L
FORMAL OFFER SHEET**

The undersigned proposer submits this proposal in response to COIC's Invitation to Bid for Fuel Purchasing Services, Bid # CET 14-1 for the contract named above.

The proposer warrants that it has carefully reviewed the ITB and that this proposal includes a statement of all of the proposer's objections to any provisions of the ITB 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 ITB 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 ITB and contract.

All documents required by the ITB are attached to this Bid Form.

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

Name of Proposer: _____

Business Address: _____

Phone: _____

Date: _____

Authorized Signature: _____

Signer's Title: _____

EXHIBIT M

Oregon State Public Contract Provisions

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

- A. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, COIC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
- B. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. Contractor shall, upon demand, furnish to COIC, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to COIC thirty (30) days prior to cancellation of said coverage.
- D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
- G. Contractor shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
 - G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - G.3 Not permit any lien or claim to be filed or prosecuted against COIC on account of any labor or material furnished; and

- G.4** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- H.** The Contractor shall promptly as due, make payment to any person, co- partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- I.** The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- J.** An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- K.** Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

EXHIBIT N
CASCADES EAST TRANSIT
PROCUREMENT PROTEST PROCEDURES

The Federal Transit Administration (FTA) requires its grantees establish formal procedures for the filing and handling of protests in connection with the agency's procurement activities using FTA funds. Detailed below are COIC's Cascades East Transit Procurement Protest Procedures. These protest procedures shall apply to all types of Cascades East Transit (CET) procurement activities, including formal competitive bidding and requests for proposals and are intended to insure that valid complaints are properly handled and responded to. Potential bidders/proposers will be advised of the agency's protest procedures in its solicitations for bids and requests for proposals. Failure to follow these protest procedures may result in the rejection of a protest. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

A. CET Procurement Protest Procedures - General Conditions

1. COIC's review of any protest will be limited to:
 - a. Violations of Federal, State or Local laws or regulations.
 - b. Violations of CET's purchasing procedures.
 - c. Violations of CET's protest procedures or failure to review a complaint or protest.
2. Protests must be filed with the COIC Fiscal and Administrative Manager within three days of the proposal opening or closing date for the receipt of bids on if the protest is based on:
 - a. Restrictive or severely defective specifications. Defective specifications must represent a material weakness that affords an undue advantage to one proposer over another.
 - b. Improprieties in any type of solicitation which are apparent prior to bid opening or closing date for bids.
3. Protests must be filed with the COIC Fiscal and Administrative Manager within three days of the award of a contract arising from an Invitation to bid or Request for Proposal if the protest is based on:
 - a. COIC's failure to adhere its purchasing procedures.
 - b. COIC's failure to adhere to its protest procedures.
4. The initial protest filed with COIC shall:
 - a. Include the name, address and telephone number of the protestor.
 - b. Identify the number of the solicitation contract.

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 in paragraph "C" below.

d. Indicate the ruling or relief desired from COIC.

5. 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.

B. Time for Filing

Protests shall be filed within the specified limits set forth in the specifications, which are the subject of the procurement and must adhere strictly to any procedures specified therein. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

Protests must be filed within the time limits set forth in paragraphs "A2" and "A3" above in order to be construed as timely.

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

1. Good cause based on a compelling reason beyond the protestor's control, whereby the lateness is due to the fault of COIC in the handling of his/her protest submission.
2. COIC determines the protest-raised issues significant to a procurement practice or procedure.
3. COIC is directed by FTA to either consider or reconsider protest.

C. Time for Submission of Additional Information

Any additional information requested or required by COIC from the protestor or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request unless specifically excepted by COIC.

D. Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of COIC. If the protestor claims that the protest contains proprietary material which should be withheld, a statement advising of this fact may be affixed to any Government agency which may be involved in the protest, except to the extent that the withholding the front page of, the protest document and the alleged proprietary information must be so identified wherever it appears.

E. Furnishing of Information of Protests

COIC shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested parties except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

F. Furnishing of Information of Protests

COIC shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested parties except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

G. Withholding of Award

When a protest has been filed before the contract award, COIC will not make an award prior to the resolution of the protest. When a protest has been filed before the opening of bids, COIC will not open bids prior to the resolution of the protest. When a protest has been filed after the award of a contract and prior to the resolution of the protest, COIC will notify the Proposer to suspend activity unless COIC determines that:

1. The items to be procured are urgently required; or
2. Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
3. Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to COIC or other Local, State or Federal Governments.

H. Protest Review - Level One

1. Upon receipt of a protest, the COIC Fiscal and Administrative Manager will create an *ad hoc* Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be comprised of two representatives from the COIC Board of Directors and the COIC Executive Director. The Panel shall determine the validity of the protest and what actions will be taken.
2. 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, actions and of the procedures for requesting reconsideration. The report shall include the following:
 - a. Copies of all relevant bids;
 - b. A copy of the Request for Proposals including pertinent provisions of the specifications;
 - c. A copy of the abstract of bids;
 - d. Any other documentation that pertains to the protest including

correspondence with the proposers; and

- e. A statement by COIC explaining its actions and the reasons for them.
3. A conference on the merits of the protest with members of the panel 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.

I. Protest Review - Level Two

1. Reconsideration of a decision by COIC may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted specifying any errors of law made or information not previously considered.
2. The request for the reconsideration of the Protest Review Panel's decision shall be filed not later than ten (10) days after the Panel issues its written report and shall be filed with the COIC Fiscal and Administrative Manager. The protest shall not be considered pending during the ten (10) day period specified in this paragraph.
3. Upon receipt of the request for reconsideration, the COIC Fiscal and Administrative Manager shall schedule an informal administrative hearing with the protestor and the Protest Review Panel. The hearing shall be filed not later than fifteen (15) days after the receipt of the request for reconsideration.
4. The COIC Fiscal and Administrative Manager shall issue in writing COIC's final determination of the reconsidered protest within five (5) days of the administrative hearing.

J. Effect of Judicial Proceedings

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

K. Protests to the Federal Transit Administration (FTA)

1. In accordance with FTA Circular 4220.1F and FTA Seattle Region 10 instructions, COIC will notify Region 10 within five (5) days of any protests it receives for CET procurements involving FTA funds.
2. The FTA will only review protests regarding the failure of COIC to have written protest procedures or its failure to follow such procedures.

3. A protester must exhaust all administrative remedies available through COIC before pursuing a protest with the FTA. Following an adverse final decision by COIC, the protester may file a protest with the FTA. Protests should be filed with the Seattle Region 10 office no later than five (5) working days after a final decision is rendered under COIC's CET procurement protest procedures. In instances where the protester alleges that COIC failed to make a final determination on the protest, protesters shall file a protest with the FTA no later than five (5) working days after the protester knows or should have known of COIC's failure to render a final determination on the protest.

EXHIBIT O

General Standards of Bidder Responsibility

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

Financial resources adequate to perform the contract, or the ability to obtain them;

Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments;

A satisfactory performance record;

A satisfactory record of integrity and business ethics;

The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;

Compliance with applicable licensing and tax laws and regulations;

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

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 P
State Commercial Fueling Locations

Location	Address
Bend	1100 SE Division
Bend	304 NE Greenwood Ave
Bend	3305 N HWY 97
Bend	61122 S Hwy 97
Bend	61221 S Hwy 97
Bend	64683 Cook Ave
Bend	755 NE 1ST
Bend	764 NE Greenwood Ave
Bend	913 NE 1st ST
LaPine	50882 HWY 97
LaPine	51365 HWY 97
Madras	1720 NW Hess Lane
Madras	Corner of 4th & A Street
Prineville	12413 SW Millican
Prineville	1311 NW Lamonta RD
Prinville	480 NW Lamonta RD
Redmond	2057 S Hwy 97
Redmond	244 E Antler Blvd
Redmond	969 NE 7th St
Sisters	591 W Cascade Ave

ATTACHMENT 1

CET Program FY13 (July '12 – June '13) Fuel Use in Gallons by Fuel Type & By City

	E-10	B-5	Winterized	Total
City	Unleaded	Diesel	Diesel	Fuel
Bend	41,509	23,754	16,967	82,230
Redmond	21,449	8,341	5,958	35,748
Madras	4,636	2,934	2,096	9,666
La Pine	5,350	0	0	5,350
Prineville	4,903	0	0	4,903
	77,847	35,029	25,021	137,896

ATTACHMENT 2

Example of CONTRACTOR invoice

date: 01/15/14 acct#: 213337 invoice#: 277176 page 1

date	time	site	driver	misc. #	mpg	odom	prod	units	price	amount
- Vehicle: 00000808-						175327				
01/06	0544	LaPine	BILL CLO	000000070	99.8	114329	NLE10	46.03	3.18500	146.61
01/10	0654	LaPine	BILL CLO	000000070	6.1	114611	NLE10	45.98	3.14500	144.61
- Vehicle Summary:				CPM .000	8.5	939284.0		92.01		291.22
- Vehicle: 00000814-						148562				
01/13	1328	REDMON	RENEE MC	000000040	82.6	487116	NLE10	26.28	3.10696	81.65
- Vehicle Summary:				CPM .000	82.6	338554.0		26.28		81.65
- Vehicle: 00000815-						677540				
01/07	0914	REDMON	RENEE MC	000000040	65.6	681944	NLE10	26.59	3.17529	84.43
01/09	0919	REDMON	RENEE MC	000000040	67.5	683699	NLE10	26.01	3.13029	81.42
01/14	0713	REDMON	RENEE MC	000000040	65.8	685529	NLE10	27.83	3.11071	86.57
- Vehicle Summary:				CPM .032	99.3	7989.0		80.43		252.42
- Vehicle: 00000819-						159440				
01/03	1722	Madras	TONY ROC	000000021	7.8	159690	NLE10	32.00	3.20904	102.69
- Vehicle Summary:				CPM .411	7.8	250.0		32.00		102.69
- Vehicle: 00000820-						153666				
01/03	1203	REDMON	JAMES PA	000000040	5.7	153802	NLE10	24.00	3.20904	77.02
01/07	1328	REDMON	JAMES PA	000000040	5.6	153954	NLE10	27.00	3.17529	85.73
01/10	1351	REDMON	SID LINC	000000040	5.7	154166	NLE10	37.05	3.11362	115.36
- Vehicle Summary:				CPM .556	5.7	500.0		88.05		278.11
- Vehicle: 00000821-E248717						284929				
01/06	1517	Bend	FRANKY R	000000000	21.7	258283	B5 BI	44.00	3.32500	146.30
01/07	1528	Bend	FRANKY R	000000000	22.9	286063	B5 BI	21.00	3.32500	69.83
01/08	1521	Bend	FRANKY R	000000000	76.7	286290	B5 BI	2.96	3.28500	9.72
01/08	1525	Bend	FRANKY R	000000000	44.4	286090	B5 BI	18.00	3.28500	59.13
01/09	1447	bend	BILL CLO	000000000	19.4	286576	B5 BI	25.01	3.31500	82.91
01/13	0627	LaPine	FRED LYT	000000000	10.6	286905	B5 BI	31.01	3.38500	104.97
01/14	1524	Bend	FRANKY R	000000000	11.2	287287	B5 BI	34.01	3.28500	111.72
01/15	1527	Bend	FRANKY R	000000000	9.9	287513	B5 BI	22.89	3.27500	74.96
- Vehicle Summary:				CPM .255	13.0	2584.0		198.88		659.54
- Vehicle: 00000822-						91709				
01/03	1612	Prinev	KEN DISM	000000050	7.1	91988	NLE10	39.10	3.20904	125.47
01/08	1428	Prinev	KEN DISM	000000050	6.5	92133	NLE10	22.20	3.13529	69.60
01/14	1622	Prinev	JIMMIE T	000000050	36.9	822	NLE10	34.90	3.11071	108.56
- Vehicle Summary:				CPM .000	50.2	909113.0		96.20		303.63
- Vehicle: 00000823-						99393				
01/06	1418	Madras	RONDHA M	000000060	6.2	99541	NLE10	24.00	3.16487	75.96
01/08	1245	Madras	RONDHA M	000000060	7.5	99771	NLE10	30.50	3.13529	95.63

date: 01/15/14

acct#: 213337

invoice#: 277176

page 7

INVOICE SUMMARY

PRODUCT	TOTAL UNITS	AVERAGE PRICE	SUBTOTAL	STATE ETAX	TOTAL
OREGON					
NLE10	1644.230	2.8459	4679.32	493.29	5172.61
B5 BIO DSL	2374.620	3.3104	7860.98	73.23	7934.21
INVOICE TOTAL					\$13,106.82

American Energy