



citycounty insurance services  
cisoregon.org

## Request for Proposals (RFP)

### Owner's Representative/Construction Management

CIS  
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<b>RFP Schedule</b>	
Issuance of RFP:	<b>October 29, 2021</b>
Submission of Questions about the RFP:	<b>November 12, 2021, 5:00 p.m. (PT)</b>
Proposal Due:	<b>November 29, 2021, 5:00 p.m. (PT)</b>
Anticipated Contract Commencement:	<b>January 2022</b>

**REQUEST FOR PROPOSALS  
FOR  
OWNER'S REPRESENTATIVE/CONSTRUCTION MANAGEMENT**

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## I. INTRODUCTION

### A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to provide owner's representative and construction management services for the project to build a new consolidated headquarters for CIS (Owner).

### B. BACKGROUND

CIS (Citycounty Insurance Services) is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. Most cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

For a number of years, CIS has operated two primary offices, one in Salem and the other in Tigard. Approximately 54 of CIS' 66 employees worked in one of the two offices. The other 12 employees are based around the state. In January 2020, we kicked off a 5-year strategic plan to guide us in serving our members. One goal of the plan was to evaluate ways to bring staff together to enhance teamwork and collaboration. To that end, we looked at the possibility of consolidating the Salem and Tigard offices into one location. After internal analysis and discussion, and with the approval of our Board of Trustees, we hired a commercial real estate broker to help us either find an existing building to purchase or land to build a new building. We identified an undeveloped plot of land in Wilsonville and submitted an offer to purchase that was accepted. We are now conducting due diligence to ensure the land is suitable for our purposes.

We expect to be finished with due diligence by the end of the year. If the purchase goes through, we will conduct an RFP for an architect firm to begin the design phase of construction. Assisting with that RFP will be one of the first tasks for the Owner's Representative selected through this RFP.

## II. SCOPE OF WORK

The successful vendor shall serve as CIS' Owner's Representative (Owner's Rep), and principal point of contact and liaison between the Architect, the General Contractor (GC) and other consultants, contractors, and vendors throughout the project. The Owner's Rep shall advocate for the Owner's interests of quality, timely and cost-effective construction of the Consolidated Office project while maintaining professional relationships with contractors. The Owner's Rep will be responsible for monitoring progress on all aspects of the project in every phase and ensuring the project is completed at a low cost and high degree of functionality and quality.

This position will provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Owner's Rep, the Owner and Architect.

The Owner's Rep will work closely with a core project team comprised of CIS' Executive Director, Administrative Officer, Facilities Manager, and other key internal stakeholders. The Owner's Rep will report to the Executive Director and may occasionally be responsible to report status to the Executive Team and/or Board of Trustees.

### **Core Services**

The Owner's Rep will be tasked with completing the project in accordance with the Owner's objectives for cost, time, and quality, and shall provide services including:

1. Architectural Design & Engineering Firm Selection
  - a. Assist Owner in writing Request for Qualifications (RFQ) for Architectural & Engineering Services and help define scope of services.
  - b. Participate in selection committee and assist Owner in selecting qualified Architect/Engineer Firms from the RFQ submittals.
  - c. Assist Owner in writing a Request for Proposals (RFP) for Architectural & Engineering Services.
  - d. Assist Owner in evaluation and selection of Architect/Engineer.
  - e. Participate in negotiation with highest ranked proposer.
2. General Services
  - a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
  - b. Attend a progress meeting at least every two weeks prior to construction to provide project updates to Owner.
  - c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
  - d. Provide review comments to Architect, Owner and GC.
3. Conceptual Services
  - a. Develop conceptual / preliminary budget.
  - b. Prepare conceptual activities and "Milestone" schedule.
  - c. Review "Constructability" and "Construction Phasing" issues.
4. Design & Engineering Development
  - a. Coordinate with design team
  - b. Assist with design cost reviews
  - c. Assist with constructability reviews
  - d. Assist with value engineering studies
  - e. Assist with obtaining building permits

- f. Review/recommend Architectural/Engineering payment requests and contract modifications
  - g. Review cost estimates at schematic, design development, and completion at various milestones of completion.
  - h. Review/refine project "Milestone" schedule and prepare "Master Project Schedule."
3. Contract Management
- a. Review/advise CIS General Counsel on preparation of construction contracts.
  - b. As requested by CIS General Counsel, develop scheduling and contract administration clauses for inclusion into the contract documents.
  - c. Review/prepare bid packages.
4. Bidding Phase
- a. Pre-qualification of construction contractors.
  - b. Compare and analyze bids and proposals.
  - c. Assist in construction contractor selection and award.
  - d. Assist in contract negotiations with construction firm.
5. Inspections
- a. Monitor construction progress and quality on-site through day-to-day observation/inspection of work.
  - b. Make reasonable efforts to guard against defects and deficiencies in the work of the GC and ensure that provisions of the contract documents are being fulfilled.
  - c. Prepare inspection reports documenting observed construction activities and provide written recommendations regarding defects and deficiencies in the work.
  - d. Provide digital photographs providing documentation of construction activities.
  - e. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the contract documents.
  - f. Promptly inform the Architect and the Owner of work that does not conform to the requirements of the contract documents and should be rejected by the Architect or the Owner.
6. General Construction Oversight & Coordination
- a. Review and process vendor insurance certificates, invoices, payment applications, surety bonds, sworn statements and waivers for contract compliance.
  - b. Monitor and enforce GC's compliance with contract and specifications.
  - c. Coordinate contractor and vendor activities with the Architect and GC.
  - d. Review test reports submitted by others to substantiate contract compliance and identify non-conforming issues that require follow-up and resolution.
  - e. Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
  - f. Identify actual and potential problems associated with the construction project and consult with the Architect and Owner.

- g. Maintain an awareness of safety and health requirements and notify GC of apparent violations of applicable regulations and contract provisions for the protection of the public and project personnel.
- 7. Requests for Information (RFIs)
  - a. Assist Architect in preparation of responses to RFI-related construction issues.
  - b. Transmit design-related RFIs to Architect.
  - c. Conduct meetings with the GC and other parties as needed to discuss and resolve RFIs.
- 8. Change Orders
  - a. Evaluate any project changes as they arise and recommend necessary or desirable changes to the Architect and the Owner, and if they are accepted, collaborate with the Architect to prepare change orders for the Architect's and contractor's signatures and Owner authorization.
  - b. Implement change order procedures.
  - c. Review requests for changes.
  - d. Assist in negotiating contractor's proposals for change orders.
  - e. Facilitate change order tracking and facilitate issue resolution. Perform quantity and cost analysis as required for negotiation of change orders.
  - f. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
  - g. Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.
- 9. Applications for Payment
  - a. Develop and implement procedures for the review and processing applications for payment by GC for progress and final payments. Make recommendations and provide advice to the Architect for certification to the Owner for payment.
  - b. Review certified payroll records for compliance with State BOLI requirements.
- 10. Submittals
  - a. In collaboration with the Architect, establish and implement procedures for submittals and expediting the processing and approval of shop drawings and samples.
  - b. Maintain logs, files, and other necessary documentation relating to submittals.
  - c. Provide advice on submittals, coordinate them with information contained in related documents, and transmit them to the Architect for review.
  - d. Monitor Architect's responses to submittals for timeliness and help expedite responses.
- 11. Reporting
  - a. Prepare and distribute project status reports as requested by the Owner.

- b. Prepare and distribute change order reports on a monthly basis, or as required, to provide information pertaining to proposed and executed change orders and their effect on the budget and schedule.
- c. Prepare and regularly update a comprehensive issue list identifying all unresolved issues, responsible parties, resolution steps and dates.
- d. Assist Owner in preparing documentation and reports for Board of Trustees at key milestones throughout the project.

12. Schedule

- a. Ensure the GC procures long lead-time equipment at the proper time to avoid delays.
- b. Review updated construction schedules and maintain records.
- c. Compare work progress with planned schedule, identify potential variances between scheduled and probable completion dates, and notify the Architect, Owner and GC of any project slippage.
- d. Review the Contractor's plan to get back on schedule.
- e. Review schedule for work not started or incomplete and recommend to Owner and GC adjustments in the schedule to meet their required completion date.
- f. Obtain monthly updates from the GC of construction schedule incorporating actual progress, weather delays and change order impacts.
- g. Negotiate time extensions due to change orders or other delays.

13. Budget

- a. Create, maintain, reconcile, and track the project budget and schedule.
- b. Assist in monthly progress payment recommendations.
- c. Monitor project budget, including costs outside of the GC contract, and provide anticipated final cost report to Owner on monthly basis showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs and advise Owner whenever projected costs are anticipated to exceed budgets or estimates.

14. Project Closeout

- a. Develop an occupancy checklist (punch list) and schedule.
- b. Assist the Architect in conducting close-out inspections. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- c. Make written recommendations to the Architect as to the status of punch list items and when work is ready for final inspection. Assist the Architect in conducting final inspections.
- d. Coordinate building systems functional testing and performance verification with the GC, the Owner's Facilities Manager, and the Architect, observe each contractor's check-out of utilities, operational systems and equipment for readiness and assist in equipment initial start-up and testing.

- e. Participate in any building commissioning and provide documented confirmation that building systems function according to criteria set forth in the project documents.
- f. Assist the Owner in obtaining a Certificate of Occupancy, which may encompass accompanying government officials during inspections of the project, assisting in preparing and submitting proper documentation to the appropriate agencies and assisting in final testing and other such activities.
- g. Assist the Owner with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.
- h. Collaborate with the Architect to collect and submit the following close-out documentation to the Owner:
  - 1. Operations and Maintenance data for equipment as required by the contract documents for the project.
  - 2. Record drawings for the project including, among other things, any deviations from the original plans and drawings for the project made during construction.
  - 3. Warranties and bond for equipment put into service.
  - 4. Keys, tools, spare parts, and maintenance materials.
  - 5. A list of all construction contractors, vendors and material persons of every tier providing services, equipment and/or materials in connection with the project, with contact information.
  - 6. All guaranties and warranties from all construction contractors as required by the contract documents for the project.

### III. SCHEDULE AND SUBMITTAL

#### A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	<b>October 29, 2021</b>
Deadline to Submit Written Questions about the RFP:	<b>November 12, 2021, 5:00 p.m. (PT)</b>
Proposal Due Date:	<b>November 29, 2021, 5:00 p.m. (PT)</b>
Evaluation of Proposals, Finalists Selected:	<b>November 30 – December 3, 2021</b>
Finalist Interviews (if necessary):	<b>Week of December 13-17, 2021</b>
Anticipated Contract Commencement:	<b>January 2022</b>



## B. CIS CONTACT PERSON

**Patrick Priest**  
**Executive Director**  
15875 Boones Ferry Rd #1469  
Lake Oswego, OR 97035  
**Phone:** (503) 763-3810  
**Email:** [ppriest@cisoregon.org](mailto:ppriest@cisoregon.org)

## C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PT) on November 12, 2021**. Questions must be in writing and may be e-mailed to the Contact Person above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## D. PROPOSAL SUBMITTAL

### 1. General

Proposals must be received by **5:00 p.m. (PT) on November 29, 2021**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

### 2. Method of Submittal

The proposal must be submitted in electronic form in an email to the [Contact Person](#) above.

### 3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS, though CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of CIS' requirements;
- Qualifications;

- Experience, particularly with similar construction projects;
- Sample materials;
- Interviews;
- References;
- Cost Schedule/Hourly Rate;
- Miscellaneous, including exceptions/deviations

#### **IV. GENERAL INSTRUCTIONS**

##### **A. ORAL COMMUNICATIONS**

Any oral communication by CIS' [Contact Person](#) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

##### **B. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website ([www.cisoregon.org/About/RFS](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

##### **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading **"Exceptions and Deviations"**.

##### **D. AUTHORIZATION TO DO BUSINESS**

Proposers must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed.

##### **E. PRE-CONTRACTUAL EXPENSES**

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual

expenses are defined as expenses incurred by the proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by a proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

#### **F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for **90 days** thereafter. Proposers are responsible for the accuracy of their proposals and no allowance will be made for errors or price increases that a proposer later alleges are retroactively applicable.

#### **G. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

#### **H. IMMATERIAL DEFECTS IN PROPOSAL**

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse a proposer from full compliance with the RFP if awarded the contract.

#### **I. WRITTEN AGREEMENT**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS, its members, and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in [Appendix A](#) and any terms or conditions added by addendum.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

## J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be in **January 2022**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

## K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

## V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

## A. COVER LETTER

All proposals must include a cover letter addressed to the [Contact Person](#) in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the proposer, including business name, address, and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **go days** from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- Identification of any information contained in the proposal which the proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket

statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.

- Signature of a person authorized to bind the offering firm to the terms of the proposal.

## **B. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES**

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing owner's representative services for construction projects.
3. Please provide references for whom you have provided these services, particularly public sector entities.
4. Provide at least two case studies of providing the services like those requested in the [Scope of Work](#). Describe the services you offered and how they were beneficial to the client.

## **C. STAFFING AND PROJECT ORGANIZATION**

Identify the key personnel from your firm who would be assigned to this project and their specific roles in the project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Brief resumes (not more than two pages long) for all key personnel may be provided as an appendix, not in the body of the proposal.

## **D. WORK PLAN / TECHNICAL APPROACH**

1. Describe in detail the information, documents, staff assistance, facilities, or other resources you would require from CIS to complete your work; declare any critical assumptions upon which your work plan is based. For example, specify what documents you will need from CIS in order to begin your work.
2. Describe succinctly how your firm would accomplish the work and satisfy CIS' objectives included in this RFP.

3. Explain how you would approach providing the services described in the [Scope of Work](#) in general as well as to specific CIS members. Include the length of the engagement and the areas you would cover.

## **E. COST SCHEDULE**

The Proposer's cost schedule must be submitted with the proposal.

All costs are to be contained in this schedule. For each service element described in the [Scope of Work](#), that the Proposer intends to provide, include either an hourly rate or fixed fee for the service, as appropriate. Include a description of any travel-related expenses that the Proposer expects to be reimbursed. Note that since CIS is a public entity, expenses may be subject to prior approval before they will be reimbursed.

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

The Proposer may include a separate list of optional services and corresponding hourly rates/fees in the cost schedule.

## **F. SAMPLE CONTRACT**

Submit a sample of your standard agreement for services with your response. Required provisions for the agreement are described in [Section IV\(I\)](#) above and [Appendix A](#) below.

## APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

### A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this Contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, or reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

#### **B. OTHER CONTRACT CONSIDERATIONS:**

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. **This Contract may be terminated at any time by mutual written consent of the Parties.**
  - b. **CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a**



termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.

- c. CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
  - d. Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.