



citycounty insurance services
cisoregon.org

Request for Proposals (RFP)

Construction Management/General Contractor Services

CIS
15875 Boones Ferry Rd #1469
Lake Oswego, OR 97035
(503) 763-3800

RFP Schedule	
Issuance of RFP:	April 13, 2022
Submission of Final Questions about the RFP:	April 26, 2022, 5:00 p.m. (PT)
Proposal Due:	May 11, 2022, 5:00 p.m. (PT)
Anticipated Contract Commencement:	June 2022

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR SERVICES**

Table of Contents

- I. [Introduction](#)
- II. [Scope of Work](#)
- III. [Schedule and Submittal](#)
- IV. [General Instructions](#)
- V. [Proposal Format and Content](#)

[Appendix A – CIS Contract Considerations](#)

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified General Contractor firms to provide construction management/general contractor services (CM/GC) for a new consolidated headquarters for Citycounty Insurance Services (Owner). The CM/GC will work with the Owner's team (Owner and Owner's Representative) through the design, construction and move-in phases of the new building.

B. BACKGROUND

Citycounty Insurance Services (CIS) 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 operated two primary offices, one in Salem and the other in Tigard. In January 2020, CIS 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. An undeveloped plot of land in Wilsonville was identified as suitable for our purposes. CIS completed purchase of the land in March 2022.

CIS has conducted a pre-application meeting with the City of Wilsonville and completed a Development Feasibility Study with an architectural firm. CIS is currently in the process of selecting an Architectural/Engineering firm.

CIS, as Owner, has secured the services of a Project Manager (PM) to assist the Owner during design and construction. It is important that the successful General Contractor illustrate successful past CM/GC experience.

Based on the square footage of the two existing offices and for purposes of identifying the size plot of land, the initial estimate is that a building of 17,000 square feet of usable space will be needed. The building would have a permanent staff of around 50 employees and will host trainings and meetings as well. The intent is to complete and occupy the building by December 2024. The project budget including A/E, permits, fees and construction is approximately \$15,000,000.

Anticipated Project Schedule:

Complete Schematic Development:	Fall 2022
Complete Design Development:	Winter 2022
Completion of Construction Documents:	Spring 2023
GMP Established:	Spring 2023
Start of Construction:	Summer 2023
Desired Occupancy:	Fall 2024

II. SCOPE OF WORK

The Contractor will support CIS and the Architect through all phases of the project performing pre-construction and construction phases of the new Collaboration Center. The Contractor will work in collaboration with CIS' Executive Director, Administrative Officer, Facilities Manager, key internal stakeholders, the Project Manager, the Architectural/Engineering (A/E) firm and other consultants, contractors, and vendors throughout the project. CIS is issuing this RFP in accordance with CIS policy and pursuant to ORS 279C.337 and applicable provisions of OAR.

Core Services

The services of the CM/GC will be provided in two phases:

- A. Pre-construction services during preparation of design and construction documents including management of subcontractor bidding and establishment of a Guaranteed Maximum Price (GMP).
- B. Completion of construction within the agreed Guaranteed Maximum Price (GMP) and project schedule.

Pre-Construction Services

CIS is seeking a CM/GC who can best provide CM/GC services, including but not limited to the pre-construction services listed below:

- Provide CIS and its A/E firm with expertise and experience that will assist in selecting the most economical, cost-effective, and timely construction solutions, in consideration of the project's scope, budget and schedule. Expertise shall include constructability reviews, value engineering and collaboration with stakeholders to meet budget constraints. The CM/GC shall advise, assist, and provide recommendations to CIS, Project Manager, and A/E firm on the planning, design and construction of the work and support a project tone of collaboration.

- Strategize and implement means and methods to proactively manage the construction costs, schedule, and minimize risks related to the development of the site in and around existing facilities.
- Prepare construction cost estimates for the project at appropriate times throughout the design phases of the work. Notify CIS, Project Manager, and A/E firm immediately if their construction cost estimates appear to be exceeding the construction budget or the GMP.
- Actively participate in Value Engineering reviews and cost studies during the design process to ensure the project budget and design standards are maintained.
- Provide a proposed GMP including a detailed estimate in a format approved by CIS. Furnish a GMP in accordance with the CM/GC Agreement for CIS' review and potential approval at 100% construction document completion.
- Provide timely and accurate information and estimates. Advise the project team regarding appropriate construction materials, methods, systems, phasing, and costs to assist in determinations which will provide the highest quality building within the budget and schedule.
- Work with CIS and the Project Manager in identifying critical elements of the Work that may require special procurement processes, such as early procurement and/or prequalification of bidders or qualifications-based selection. It is also possible that a partial Early Work Amendment will be authorized to cover construction work in advance of the GMP.
- Actively participate in constructability reviews as part of the QA/QC process. Review in-progress design documents and provide timely input and advice on construction feasibility, and alternative materials, and availability and as part of the design development QA/QC process. Provide final Constructability Review of 90% CD design documents and suggest modifications to improve completeness of the documents.
- Provide input to CIS, Project Manager, and the A/E firm regarding current construction market bidding climate, status of key subcontract markets, and other local economic and weather-related conditions that could affect the successful completion of this project. Recommend division of work to facilitate bidding and award of trade contracts, in consideration of bidding climate, weather, improving or accelerating construction completion milestones, minimizing trade jurisdictional disputes, and related issues.
- Provide recommendations for adjustments in the design documents in consideration of construction bid packaging to ensure completion of the Project in the most expeditious manner possible.
- By listing individuals in the Proposal, the firm affirms that these individuals will be available to work on the Project at the approximate percentages shown in the Proposal. CIS reserves the right to approve or reject any changes to the proposed personnel. CIS further reserves the right to request a substitution of personnel if deemed to be in the best interest of CIS.

- During preconstruction, the CM/GC shall actively participate as a member of the Project team. The CM/GC will work collaboratively and proactively with CIS, Project Manager, and A/E firm to proceed with planning, design and development of the work in a manner which supports the CIS' efforts to keep costs within the CIS' budget. The CM/GC shall provide Construction Management (CM) services throughout the Project, from the preconstruction period through construction and shall closely coordinate such work with CIS, Project Manager, and the A/E firm.
- The CM/GC's CM Services shall include, but are not limited to:
 - Assistance in identifying work practices and requirements for construction.
 - Assessing and recommending site logistic requirements.
 - Recommending phasing, sequencing of work, and construction scheduling.
 - Providing cost estimating including GMP development and subcontractor procurement.
 - Determining and reconciling constructability issues prior to subcontractor bidding.
 - Assessing alternative construction options for cost savings.
 - Identifying products for Value Engineering (VE) and engineering systems based on life cycle cost, design considerations and recommending all work necessary to support their implementation.
 - Participating in Owner's Design Development, Detailed Design, and Construction Document Phases and coordination reviews.
 - Critical path scheduling and site logistics planning.
 - Permit procurement assistance and agency coordination.

Construction Phase Services

The CM/GC shall provide full General Contracting (GC) services for construction of the Project in accordance with the terms of the Standard Form of Agreement Between Owner and Construction Manager as Contractor, AIA Document A133 – 2019 as modified and General Conditions of the Contract for Construction, AIA Document A201 – 2017 as modified. These documents, as modified, will be posted in a future addendum to this RFP.

The CM/GC firm must be skilled in all aspects typical to a general contractor and construction manager, including, but not limited to developing Critical Path Method (CPM) schedules, preparing construction estimates, performing value engineering and life-cycle cost studies, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, understanding local climate conditions and requirements for weather protection during construction, performing constructability reviews, sequencing of work, and coordinating and communicating the activities of the team throughout the design and construction phases to all members of the project delivery team.

In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

The CM/GC firm will coordinate and manage the construction process as a collaborative member of a team with CIS, Project Manager, A/E firm, and other Project consultants and governmental agencies, including hazardous material survey and removal process, if required.

During the Construction Phase Services, the CM/GC services shall include but are not limited to:

- Provide and pay for all materials, tools, equipment, labor, and professional and non-professional services.
- Develop, monitor, refine and update a detailed Critical Path Schedule for monitoring project progress and keep CIS and the project delivery team advised during weekly construction meetings.
- Provide a qualified Project Manager, a full-time Superintendent, and needed staff at the job site to coordinate and provide general direction of work, phasing and site logistics
- Make available all cost and budget estimates, including support material, to CIS and the project delivery team. Provide monthly reports of actual costs and schedule progress compared to estimated and projected costs and progress for the project.
- Advance materials procurement and construction (if approved via and Early Work Amendment).
- Develop subcontractor bidding packages and conduct competitive bidding processes to identify subcontractors for the project.
- Provide timely information regarding cost changes, claims or in response to proposal requests from CIS.
- Provide quality control of the work in progress by performing inspections of the work to assure that materials furnished, and quality of work performed are in accordance with construction documents.
- Ongoing management of the construction budget and monthly, or as requested by CIS, reporting of budget and work in progress status.
- Work with CIS and the project team to establish and implement procedure for expediting and processing all shop drawings and other submittals.
- Establish effective programs relative to safety, job site records and labor relations.
- Review and process all applications for payment by trade contractors and material suppliers in accordance with the terms of the contract.
- Schedule and conduct contractor/subcontractor coordination meetings to ensure orderly progress of work.
- Resolve on behalf of CIS, all disputes that may arise between subcontractors or suppliers as a result of the construction.
- Provide training to CIS staff, create and submit O&M manuals, submit as-built drawings and provide warranty coordination for all CM/GC and subcontractor work.

- Perform all other acts and supply all other things necessary to fully and properly perform and complete the Work, as required by the contract documents.

Public Contracting Special Requirements

In order to implement the CM/GC method of construction with a GMP, the CM/GC shall comply with all applicable sections for ORS Chapter 279C, as well as the contracting requirements outlined below to ensure an adequate level of competition. Proposers shall note the following requirements concerning management of this GMP Project:

- A full description of items that make up the proposed GMP is required from the CM/GC. A complete copy of the GMP estimates in a format approved by Owner, including all details, must be provided to the Owner. The CM/GC will cooperate with Owner's consultants to reconcile GMP estimates to Owner-approved limits.
- The Contract awarded through this process will require the CM/GC to use an open competitive selection process for subcontracted components of the Project. The processes used to award subcontracts by the CM/GC will be monitored by the Owner and Owner's Representative. The CM/GC shall solicit bids or quotes from subcontractors unless otherwise authorized by the Owner in writing. Owner will review all bids at its discretion and reserves the right of prior written approval of any bids when fewer than three (3) bids are received in response to any solicitation. If the CM/GC intends to self-perform a scope(s) of work which exceeds \$10,000, the CM/GC shall notify the Owner in writing of this intent, post separate public advertisements identifying the specific scope of work being pursued by the CM/GC and the date/time/location of when their and other subcontractor bids will be due, solicit competitive bids from other subcontractors for the same scope of work intended to be self-performed, and the CM/GC will be held to no additional mark-up of fee beyond the contracted fee percentage for cost of the work. Self-performed bids shall be submitted directly to the Owner (4) hours prior to subcontractor bid deadline(s).
- For this Project, the provisions of ORS 279C.800 to 279C.870, relative to prevailing wage rates, will apply. The CM/GC and all subcontractors shall comply with BOLI requirements. The actual prevailing wage rates applicable to this Project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the Project.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	April 13, 2022
Submission of Final Written Questions about the RFP:	April 26, 2022, 5:00 p.m. (PT)
Proposal Due Date:	May 11, 2022, 5:00 p.m. (PT)
Evaluation of Proposals, Finalists Selected:	May 16 – May 20, 2022
Finalist Interviews (if necessary):	May 27, 2022
Anticipated Contract Commencement:	June 2022

B. PROJECT CONTACT PERSON

Mike DiPasquale
Project Manager PlanB Consultancy
Phone: (971) 284-1907
Email: mdipasquale@planbconsult.net

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than **5:00 p.m. (PT) on April 26, 2022**. 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 May 11, 2022**. 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
- Interviews
- Management plan
- Fee and cost
- Equity in Public Contracting
- Miscellaneous, including exceptions/deviations

Submitted proposals will be rated and assigned points based on responses as follows:

- | | |
|--|-----------|
| 1. Cover Letter | Pass/Fail |
| 2. Qualifications and Related Experience | 20 points |
| 3. Staffing and Project Organization | 20 points |
| 4. Management Plan | 20 points |
| 5. Process for Establishing Guaranteed Maximum Price | 15 points |
| 6. Fee and Cost | 20 points |
| 7. Equity in Public Contracting | 5 points |

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). 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. AWARD NOTIFICATION PROCESS

The proposals will require approximately 7 calendar days for evaluation. The top ranked firms may, at CIS' discretion, be required to make an in-person presentation in support of their proposal to the evaluation committee. The interview will serve to assist CIS in selecting the successful firm and will serve as a tool to refine scoring of the RFP to produce a final ranking. Contract negotiations will follow the selection of the top firm. An initial scope and fee proposal will be required to be submitted within 7 calendar days of notification. The consultant selection process will be carried out consistent with Oregon Revised Statutes, Chapter 279C.

J. 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. 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.

K. 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 June 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.

L. 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 G below. Brevity is preferred. For the questions in Sections B through G, 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.

PROPOSAL FORMAT

1. Proposals should be clear and concise.
2. **Electronic Format:** Single PDF format files.
3. **Minimum font size:** 11 point with a standard body text font (e.g. Calibri, Times New Roman, Garamond).
4. **Cover Letter:** Maximum two (2) pages.
5. **Maximum number of pages:** Eighteen (18) pages. One page is considered to be one side of a single 8 ½" x 11" sheet.
 - a. **Included in the page count:** Evaluation Criteria responses, charts, graphs, pictures, and all other text or graphics.
 - b. **Not Included in the page count:** One-page table of contents, Cover letter, Resumes

A. COVER LETTER

All proposals must include a cover letter addressed to the [Contact Person](#) in Section III, A 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 **90 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 AND RELATED EXPERIENCE

- 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.
- Construction Contractor's Board License Number.
- Current bonding capacity.
- General description of your safety program and drug and alcohol program.
- Provide at least three case studies of providing the services like those requested in the [Scope of Work](#). For these projects or most closely similar projects in terms of complexity and scale, provide the following:
 - Name of Owner, contact person and current phone number.
 - Brief description and location of the project and role in the project.
 - Intended completion date and final completion date.
 - Initial construction contract amount, GMP and Final contract amount.

C. STAFFING AND PROJECT ORGANIZATION

Provide an organizational chart showing all proposed pre-construction and construction phase staff for the project (to the Superintendent staff level). 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. Indicate your firm's binding commitment to assign these personnel to the project through project completion.

D. MANAGEMENT PLAN

Describe your company's approach to providing the desired management services for the project, answering at a minimum, each of the following:

1. How will your company maintain good relations and foster open and productive communications with CIS, the project team and other parties directly involved in the project? How will you avoid or resolve conflicts?
2. Describe how construction schedules and cost estimates will be developed and compiled during design?
3. How would you track and control project costs during design? How would you track and control costs during construction? What steps will you take to minimize change orders?
4. Describe your company's approach to building start-up, post-construction warranty work and corrective work?

E. PROCESS FOR ESTABLISHING GUARANTEED MAXIMUM PRICE

Describe in detail the process and timing that you would propose to follow to establish the Guaranteed Maximum Price for the Project. Describe your proposed method of documenting the line item components of the GMP and of determining whether project changes are inside or outside the scope of the GMP.

F. FEE AND COST

1. Provide cost breakdown of Preconstruction Fees in a Not-to-Exceed format. Organize the cost breakdown by pre-construction task if applicable.
2. State the total Construction Phase fee as a percentage of the cost of the work for services described in the RFP and attachments. Include the cost of general conditions, overhead, profit, bonding, and insurance for a project of this size and scope.
3. Provide a breakdown of typical project staffing needs. Include field staff and office support staff that would be charged to the project general conditions.

G. EQUITY IN PUBLIC CONTRACTING

Minority, Women Owned, Emerging Small and Veteran Owned businesses are encouraged to submit a proposal. Proposers are encouraged to involve participation of small, minority, women, and veteran owned business enterprises.

1. Describe any efforts used by your firm to solicit and use certified Minority/Women Business Enterprises (M/WBE), Emerging Small Business (ESB), or Disadvantaged Business Enterprise (DBD).
2. Discuss your firm's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses.

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.

CIS intends to use American Institute of Architect (AIA) contracts for this project, specifically AIA Document A133 – 2019 and AIA Document A201 – 2017, as modified in accordance with CIS' contract requirements. Examples of these contracts will be issued in an addendum to the RFP.