



Request for Proposals (RFP)

Project Management & Owner's Representative Services

Dates Advertised:	April 3, 2019
Optional Site Tour:	April 12, 2019
Request for Clarification Deadline:	April 15, 2019
Submission Deadline:	April 24, 2019
Interview, if needed:	May 1, 2019
Anticipated Award:	May 15, 2019
Selection Protest Deadline:	May 22, 2019

Hand Deliver or Mail Request for Proposals to:

**Morrow County
110 N. Court St., Rm. 201
Heppner, OR 97836
541-676-2529**

**Submit five (5) hard copies and one (1) digital copy on a USB of Proposal.
No facsimile and/or email submission of Request for Proposals will be accepted.**

PROJECT MANAGER
REQUEST FOR PROPOSALS

Notice is hereby given that Morrow County is seeking Proposals from firms for Project Management/Owner's Representative Services.

DOCUMENTS:

The RFP is available on the Morrow County website <https://www.co.morrow.or.us/rfps> under heading of Project Manager, Request for Proposals. Interested parties may download a complete set of RFP documents from the Morrow County Bids and RFPs Page at:

<https://www.co.morrow.or.us/rfps>

The estimated value of the project is \$4-6M, to construct the Government Building.

Responses will be received until, but not after, 4:00 p.m. April 24, 2019. Responses to the RFP that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Morrow County Board of Commissioners reserves the right to reject any and all Responses to the RFP and to waive any and all informalities in the best interest of the County.

Morrow County is an Equal Employment Opportunity/Affirmative Action employer. Dated

April 3, 2019

Darrell Green, County Administrator

Published: April 3, 2019 Daily Journal of Commerce

INTRODUCTION:

Morrow County, is issuing this Request for Proposals for comprehensive project management and owner's representative services associated with a progressive design-build ("PDB") procurement, PDB contract award, design and construction of a new administration building. (The "Project Management/Owner's Representative Services").

Morrow County is planning on constructing a high performance, low maintenance and low energy consumption building. The proposed building will provide the functional needs of users of the Public Safety Services (Sheriff's Office, District Attorney, Juvenile Department, Justice Court) and Public Services (Veterans Services, Planning Department, County Clerk, County Commissioner and Administration offices). The North Morrow County Government building is proposed to be located in Irrigon, Oregon at the address of 205 Third St NE.

Morrow County is seeking a Consultant to provide project management services, technical advice services and owner's representative services associated with the oversight of the entire Project, which entails assisting in the required public procurement processes as required, assisting in the development of a Progressive D-B procurement, overseeing the design and construction process (PDB method planned). Morrow County's mission is to create state-of-the-art building that will provide for continuity of Public Safety and Public Service departments. We are looking for an experienced, like-minded firm that will bring creativity, knowledge, extensive resources and entrepreneurial stewardship to this process.

SECTION 1 – GENERAL

1.1 Background Information

The Project needs to consolidate several departments located throughout northern Morrow County into one building/location. We will be locating our Public Safety and Public Service Departments in this building. We have been aware of the need for this building for several years. A feasibility study was completed in 2018 to demonstrate we could construct a building to accommodate our current and future needs on our site with room for future expansion. A careful and accurate development and control of the Project scope, schedule and budget is paramount.

In 2018, Morrow County retained Crow Engineering to conduct a feasibility study to determine the size of building for the property and relative cost of an office building. The results of this study are the basis of the Project. The building is estimated to be 12,000-13,000 square feet and cost between \$4 and \$6M.

1.2 Optional Site Tour

For potential and interested candidates, an optional site tour and Question and Answer session will be held:

DATE: **April 12, 2019, 10:00 a.m.**
PLACE: **Irrigon Annex/Justice Court Room**
205 Third Street NE
Irrigon, OR 97844

SECTION 2 – SCOPE OF SERVICES

2.1 Anticipated Project Management and Owner's Representative Services

Provide the necessary Project Management services and act as the owner's representative during the Project to construct a new Government Office building to include, but not be limited to the following:

2.2 Project Initiation and Start-Up Services

1. Perform preliminary review and conceptual evaluation as may be required, including, but not limited to, some or all of the following:
 - A. Review feasibility study (Attachment A), which shall include, but shall not be limited to, the following:
 - a) Review of the Project's initial intent and;
 - b) Provide conceptual recommendations for Project schedule requirements and;
 - c) Review and recommend considerations for site, requirements, limitations and any concerns.
 - B. Summarize Consultant's findings in a written report to the Owner electronically and hard copy.
2. Review and verify the initial Project budget.
3. Develop initial Project schedule.
4. Organize and lead Project initiation planning meeting between all Stakeholders to discuss, verify or discover differences in Project scope, schedule and budget, as contained in the Project Assignment and Project Scope.
5. Develop an initial Project plan (the "Project Plan") to guide the PDBC, which shall include:
 - A. Project description
 - B. Project goals and objectives
 - C. Project constraints
 - D. Project assumptions
 - E. Project Stakeholder list to include:
 - a) Active Project team members
 - b) Team roles and responsibilities
 - F. Work breakdown structure to include:
 - a) Major Project deliverables for the Stakeholders with active roles and assignments
 - b) Assignments
 - c) Schedule of major deliverables
 - G. The plan which defines the following required elements involved in changing Project scope or schedule (the "Change Control Plan"):
 - a) The process
 - b) The decision makers
 - c) Levels of approval authority
 - H. Communication plan which defines the means, methods and levels of participation in, and distribution of Project documentation and reports.
6. Prepare and provide initial Project Plan to Stakeholders for review and comments.
7. Finalize Project Plan.

2.3 Proposal Phase Services

1. Assist the Owner procurement personnel in the proposal process, including but not limited to, establishing project scope, participating in pre-proposal conferences, responding to questions from proposers, clarifying proposal documents, and attending proposal openings.
2. Assist and attend the one on one meetings with the Proposers.
3. Participate in the Owner's proposal evaluation process which may include interview/presentation process. Owner will retain decision-making authority to select the PDBC.

2.4 Design and Construction Phase Services

1. Represent Owner by, reviewing the work required for the design and construction of the Project (the "Progressive Design-Build Work") and manage the project phases in accordance with initial and

revised Project Plan to ensure Owner is fully informed about the progress of the Progressive Design-Build Work.

2. Represent Owner in all PDBC meetings by:
 - A. Attending all design and construction meetings.
 - B. Obtaining copies of meeting minutes.
 - C. Insuring that all meeting minutes accurately reflect the tracking of issues, issue assignments, deadlines, completion of assignments, failure to complete assignments, decisions, conclusions and other data deemed pertinent.
 - D. Ensuring the distribution of required records of all meetings, minutes, and work product.
3. Administer the Change Control Plan procedures so that they are followed by the PDBC in revising the Project Plan to reflect changes in the scope of Progressive Design-Build Work.
4. Receive, maintain, and distribute the Project documents, including:
 - A. Correspondence with Owner.
 - B. Correspondence with PDBC.
 - C. Correspondence with Stakeholders, if applicable.
 - D. Retain and file the Project Documents in accordance with the Owner File Code System.
5. Review all phases of design document development, including but not limited to programming, schematic design, design development and construction documents development, for clarity and accuracy. Coordinate the review by the Owner and General Maintenance representative at all stages during the design development phases.
6. Perform necessary review of the Progressive Design-Build Work for compliance with the plans and specifications that govern the Project (the "PDBC Documents").
7. Review PDBC's applications for payments for accuracy and compliance with the contract documents. Submit reviewed applications to the Owner.
8. Review PDBC's change order proposals for accuracy, appropriate pricing, and compliance with Progressive Design-Build contract, including compliance with the current "State of Oregon Standard General Conditions for Public Improvement Contracts" Attachment C (the "General Conditions").
9. Maintain a master Project schedule with appropriate input from the PDBC.
10. Provide weekly accurate updates to the Owner as to status of Substantial Completion and Final Completion, and dates for the Progressive Design-Build Work and changes in the schedule.
11. Provide advance notice to the Owner and other Stakeholders as requested by the Owner of Design-Build Work start, Design-Build Work stop, and all potential issues affecting building occupants or other Stakeholders as defined in the Project Plan.
12. Consult with PDBC and assist the Owner and employees in preparing and implementing a coordinated move plan for each phase of the Project.
13. Participate in Substantial Completion walk-through session with General Maintenance and the Owner to prepare the contents of the "punch list" of outstanding items remaining to be completed by the PDBC prior to Final Completion. Coordinate the issuance and sign-off of the Certificate of Substantial Completion.
14. Participate in a Final Completion walk-through session with the Owner and conducted by General Maintenance to verify that all punch list items have been completed and all other issues required for Final Completion have been met in accordance with, and allowing for, the issuance of the Statement of Final Completion.

2.5 Project Closeout Phase Services

1. Ensure that PDBC has complied with all requirements of the Progressive Design-Build contract to turn over full possession of the building to Facility Owner and employees.
2. In consultation with the Owner, review the PDBC's closeout of the Project.
3. Assist the Owner in finalizing the Progressive Design-Build post construction evaluation form.

2.6 Post Design-Build Construction and Warranty Phase Services

1. Coordinate turnover of completed space to the Owner and employees who will occupy the Project site; coordinate system and equipment start-up with the Owner's maintenance personnel; and assist employees in preparing and implementing a coordinated move plan, if applicable.
2. Ensure that all Project closeout items (i.e. bonds, warranties, record drawings, as-built drawings, etc.) have been received from the PDBC prior to final payment.
3. Review and document conditions prior to and after employees move in, including, but not limited to, any alleged claims for damage to completed and previously accepted Progressive Design-Build Work, if the Owner occupies the Project or any portion thereof prior to final completion of the Design-Build Work by the PDBC.

2.7 Research and Documentation for Dispute Resolution

Prepare or assist in the research and preparation of the necessary documentation and chronology of events as may be required in the development of a response to a claim or resolution of a dispute related to the Project that, by mutual agreement with the Owner, falls outside the boundaries of normal project management administration services originally planned for or considered to be unusual by industry standards and totally unanticipated in a Project typical to this one and therefore not previously included in the Scope of Basic Services. This task will be only for the assistance in the development of a supporting file.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 Firm and Staff Qualifications

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar Counties, and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of managing and staying within pre-determined project budgets, and responsiveness to this RFP. The following factors are important for further consideration and evaluation, please limit responses to 2 pages.

1. Technical Competence

Experience, training, and proven expertise in Progressive Design Build and the Services to be provided.

2. Staffing Capabilities

The capability under current workloads to perform the work within the desired timeframe. The availability and depth of experience of qualified staff will be considered. Special emphasis will be given to the proposed program manager, project managers and other key personnel.

3. Project Approach and Planning

Work methodology, management structure, and any other indications of company processes that would improve construction planning and reduce the impact of unexpected conditions.

4. Past Performance Record

Past performance in providing quality projects in an efficient, budgeted, and timely manner. The

quality of the work could be an indication of exercising good judgment in foreseeing future problems, accurately estimating potential change orders and knowing the impact of change orders on the overall construction cost of the project. The firm's experience with other public projects of a similar nature is important.

5. Experience in Resolving Contract Disputes

Proven claims avoidance and claims resolution record.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed program manager and any project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 45 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest-ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

The County may request additional information regarding the demonstrated competence and qualifications, and expects to check references. The County expects but is not bound to award contract in May 2019.

3.2 Limitations

This RFP does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firm. The awarding of one or more contract is at the sole discretion of the County.

SECTION 4 – RFP

Firm Background and Resources

The Qualifications shall be organized as listed below with the following sections:

Part 1:

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firm's experience in Progressive Design Build projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.
- f. Typical fee schedule, such as lump sum, percentage or hourly. Provide pricing for this Project.

Part 2:

Team members who will be assigned to the County's project. Provide organizational chart and resumes for proposed members. Describe public agency project experience of program manager, project manager, and other key staff.

- a. Provide a brief history of expertise and role
- b. Describe number of years of experience and types of business conducted.
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects which member has been involved, special consideration for correctional projects.
- e. Professional credentials, if any

Part 3:

List relevant public projects in the last five (5) years, of firm or key team members including:

- a. Project name/location (maximum five (5) and include brief description)
- b. Year completed/current status
- c. Construction value (budget v. final cost)
- d. Client (County name) and contact
- e. Change order percentage

Part 4:

Management approach.

- a. Provide a brief overview as to your proposed strategy and approach to implementing the County's project.
- b. Identify proposed consultants, if any.

Part 5:

References:

- a. Referrals -Include three (3) relevant client references. Client references and letters of recommendation must include name of client, title, address, telephone number and email address.

Appendix: Résumés and Letters of Recommendation.

4.2 RFP Size and Format

Proposals shall be bound in a booklet or binder and shall not exceed 20 pages (8.5" by 11"), not including a cover letter, section dividers, and resumes of key staff. It is not necessary to provide a company brochure or other marketing material. Five (5) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for the use by the County. Proposals must be submitted by the date and time indicated below. Proposals not submitted by that time will be returned unopened. Proposals shall not be valid unless sealed in a single envelope or box marked:

"Project Management/Ownership Services for Morrow County" and received by:

Morrow County

Attn: Darrell Green

110 N. Court St., Rm. 201

Heppner, OR 97836

4.3 Submission Due Date

Proposals are due no later than April 24, 2019 at 4:00 p.m. Facsimile and electronic submissions will not be considered.

4.4 Enclosures

Attachment A: Feasibility Report of Building (Information Only)

Attachment B: Sample contract.

Attachment C: State of Oregon General Conditions

Attachment D: Cost Proposal Form

Attachment E: Proposer Representations & Certifications

4.5 Clarifications

Refer all inquiries concerning this RFP to:

Darrell Green County Administrator
P.O. Box 788
Heppner, OR 97836
(541) 676-2529
dgreen@co.morrow.or.us

EVALUATION AND SELECTION CRITERIA:

A review team comprised of Morrow County Commissioners, County Administrator, the Project Consultant and possible community members will evaluate each firm’s submission based upon the criteria stated in this Request for Proposals and the ability to execute the services. The top application or applications will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firm that the County considers most qualified. The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract, Attachment B. The County reserves the right to negotiate modifications to Statements of Proposals and subsequent Morrow County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with 8 being the lowest score possible score.

Category:	Rating
1. Technical Competence with PDB	1 - 20
2. Staffing Capabilities	1 - 10
3. Management/Project Approach	1 - 10
4. Past Record and References	1 - 10
5. Resolving Contract Disputes	1 - 10
6. Availability and Familiarity with Morrow County	1 –20
7. Fee Schedule	1 - 10
8. Met ALL Proposal Requirements in RFP	1 - 10
TOTAL SCALE SCORE	8 - 100

RESERVATIONS:

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFP as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.120.

DESIGNATED CONTACT:

The awarded firm shall appoint a person to act as a primary contact with the County. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS:

Include Proof of Insurance furnished by the applicant's carrier to guarantee the applicant is insured. The awarded applicant must file with the County, certificates of insurance prior to commencement of work evidencing the County as a certificate holder as additionally insured with the following minimum coverage:

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000 Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project, a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

INDEMNIFICATION:

The Proposer shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by County and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Proposer shall, at its expense, secure and provide to the County, prior to beginning performance under a contract, all insurance coverage as required in this RFP.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

ASSURANCES:

The Proposer shall provide a statement of assurance (Attachment E) that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Oregon and ordinances and regulations of the County will apply.

PROJECT RECORDS:

The awarded Proposer shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods. The County reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Oregon Public Disclosure Statutes. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS:

Proposers shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the County.

NO COLLUSION:

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

SUBMITTAL WITHDRAWAL:

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the County, if the following is established:

1. That the Proposer acted in good faith in submitting the submittal;
2. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
3. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
4. That the error was discovered and communicated to the County within twenty –four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
5. The Proposer submits documentation and an explanation of how the error was made.

PROTEST PROCEDURE:

All proposals will become part of the public record for this Project, without obligation to the County. The

County reserves the right to reject any or all proposals received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their proposals.

1. Requests for changes or clarifications of the Request for Proposals shall be delivered in writing by 2:00 p.m. on April 15, 2019. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Proposals, shall be delivered in writing by 2:00 p.m. on April 16, 2019, as stated in the Calendar of Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if appropriate, amend the RFP. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFP.

2. Any Proposer responding to the RFP claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on May 22, 2019 as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.

3. In order to be considered, a protest shall be in writing and shall include:

- a. The name and address of the aggrieved person;
- b. The contract title under which the protest is submitted;
- c. A detailed description of the specific grounds for protest and any supporting documentation;
- d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest;
- e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 N. Court St., Heppner, OR 97836; and
- f. The label "Protest".

4. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties.

The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address Morrow County, PO Box 788, Heppner, OR 97836, not more than two (2) working days after receipt of the decision. The Board of Commissioner's decision shall be final and conclusive.

5. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.

6. The County shall retain this RFP and one copy of each original response received from all responding Consultants, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemptions from disclosure apply only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.

Attachment A

Crow Engineering Feasibility Study of North County Government Building

https://drive.google.com/open?id=13e6eZ44HwpE1Wydg4ADx_C1oRT6iDXOm

Attachment B

MORROW COUNTY REQUEST FOR PROPOSALS Proposed Contract Terms and Conditions

MORROW COUNTY SERVICES CONTRACT

This Contract is made and entered into by and between Morrow County, a political subdivision of the State of Oregon, hereinafter "County", and _____, hereinafter referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.

2. Scope of Work. Contractor shall perform all services described in RFP Scope of Services (Section 2) incorporated herein.

3. Consideration. County shall pay Contractor as follows: _____. The maximum payment under this Contract, including expenses is _____. Contractor shall submit an invoice to County Attn: Finance Department, PO Box 867, Heppner, OR 97836 within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.

Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. Authorized Representatives. The parties designate the following individuals to be their respective authorized representative for all matters with respect to the Work to be performed under this Contract:

Morrow County
Darrell Green
(541) 676-2529
dgreen@co.morrow.or.us

Contractor
Name: _____
Phone: _____
Email: _____

5. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

6. Ownership of Work Product. For purposes of this Contract, “Work Product” means all services Contractor delivers or is required to deliver to County pursuant to this Contract. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor’s performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed “works made for hire” to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County’s reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County’s behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. Representations and Warranties. Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor’s performance under the Contract shall in accordance with professional standards applicable to the work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.

8. Records Maintenance. Contractor shall retain, maintain and keep accessible all records relevant to this Contract (“Records”) for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examination and copying.

9. Compliance with Laws. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:

a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.

d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the 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 the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10. Indemnity. Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Morrow County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Morrow County. County may, at its election and expense, assume its own defense and settlement.

11. Subcontracting. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

12. Termination. This Contract may be terminated as follows:

- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days of the date of the notice, (except as otherwise provided in this section 12(c)). developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding section 12(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

13. Payment on Early Termination. Upon termination pursuant to Section 5, payment shall be made as follows:

- a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

14. Remedies. In the event of material breach of this Contract the Parties shall have the following remedies:

- a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. Limitations of Liability. Except for liability arising under or related to Section 12, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

16. Insurance. Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000. Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

17. Debt Limitation and Non-Appropriation. This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Morrow County Board of County Commissioners.

18. No Third-Party Beneficiaries; Successors and Assigns. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

19. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

20. Entire Agreement; Waiver. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. Governing Law; Venue. This Contract shall be governed by and construed in accordance with the laws

of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Morrow County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in-persona jurisdiction of said courts.

22. Attorney Fees. In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

Contractor:

Date:

Morrow County:

Commission Chair

Commissioner

Commissioner

Date:

ATTACHMENT C

STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC
IMPROVEMENT

Refer to link:

<https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

ATTACHMENT D

COST PROPOSAL:

Provide a budget that is inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressive design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services. Please break down the budget for each line item below and provide a level of effort, including number of hours and a description of the task, for each line item. Also include a schedule of hourly rates for the personnel that are included in this Proposal.

2.2 PROJECT INITIATION AND START-UP SERVICES \$ _____

2.3 PROPOSAL PHASE SERVICES \$ _____

2.4 DESIGN AND CONSTRUCTION PHASE SERVICES \$ _____

2.5 PROJECT CLOSEOUT PHASE SERVICES \$ _____

2.6 POST PROGRESSIVE DESIGN BUILD CONSTRUCTION
AND WARRANTY PHASE SERVICES \$ _____

2.7 RESEARCH AND DOCUMENTATION
FOR DISPUTE RESOLUTION \$ _____

TOTAL NTE FEE (Not to Exceed) \$ _____

Authorized Signature and Date: _____

Typed or Printed Name and Title of Signatory: _____

FEIN ID# (required): _____

DUNS# (required): _____

Business Telephone Day: _____ Eves/Weekends: _____

Mobile: _____ Fax: _____

Email: _____

ATTACHMENT E

**MORROW COUNTY
REQUEST FOR PROPOSALS
Proposer Representations and Certifications**

FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

OFFEROR

NAME: _____

ADDRESS: _____ **CITY STATE ZIP** _____

TELEPHONE NUMBER: _____ **FAX:** _____ **WEBSITE** _____

STATE OF INCORPORATION: _____ **DATE OF INCORPORATION** _____

BUSINESS DESIGNATION: CORPORATION ___ SOLE-PROPRIETOR ___ PARTNERSHIP ___
S.CORP ___ NON-PROFIT ___ GOVERNMENT ___ OTHER ___

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of _____ and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid

whether the bidder is a "resident bidder." ORS 279A.120 (1) (b);

4. Any false statement may disqualify this offer from further consideration or because of contract termination; and

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- The Offeror

certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Print Name _____

Title _____

Date: _____

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