

**MORROW COUNTY
REQUEST FOR PROPOSAL
FOR**

**PROJECT MANAGEMENT SERVICES FOR FACILITY PLANNING,
PROGRAM VERIFICATION, BUILDING DESIGN, CONSTRUCTION, AND
COMPLETION FOR A NEW CIRCUIT COURT BUILDING**

**ISSUED BY:
MORROW COUNTY
110 N. COURT STREET
P.O. BOX 788
HEPPNER, OR 97836**

RFPs DUE: TUESDAY, AUGUST 22, 2023, by 2:00 PM

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Section 1. RFP Timeline

The Request for Proposal timeline is as follows:

	DATE
Request for Proposal Issuance:	July 20, 2023
Request for Proposal Due Date:	August 22, 2023
Public Bid Opening – Morrow County Bartholomew Building, Room 201, 110 N. Court Street, Heppner, OR 97836	August 22, 2023 @ 2:00 PM
Board of Commissioners select Top Proposer	September 6, 2023 (Approximately)
Contract Negotiations	September 6, 2023 (Approximately)

Section 2. Introduction and Project Description

Morrow County is seeking separate sealed proposals for Project Management Services for Facility Planning, Building Design, Construction and Completion of a new Circuit Court building. This facility will be located in Heppner, OR which is the County Seat.

The primary goal of this project is to create functional and operational space to provide essential services to the citizens of Morrow County. This new facility will address many access issues of the current facility and increase inter-departmental efficiencies. The following departments will be located in the new Circuit Court Facility: Public Access, District Attorney, Juvenile Department, Circuit Court, Sheriff, possibly Justice Court and Court Support.

This project will enhance the County's ability to serve the community. The County would like to encourage the use of qualified local and regional resources. The project will be energy efficient and sustainable. The County contracted with DLR Group to complete a Space Needs Analysis for the Circuit Court building. The next phase will be to seek proposals for Facility Planning, Program Verification, Design, Construction Administration Services and Preliminary Architectural Design, Site Analysis and Concept Development Study to design and build a new Circuit Court, followed by construction and completion.

Morrow County, a local county government, is going to construct a new Circuit Court building in Heppner and is seeking Project Management services to assist with this project. Morrow County is accepting proposals in response to this Request for Proposals (RFP) in order to find a qualified source to provide Project Management services.

The objective of this RFP is to locate a service provider that will provide the best overall value to Morrow County. While price is a significant factor, other criteria will also form the basis of our award decision, as more fully described in the Proposal Evaluation and Contractor Selection section of this RFP below.

The purpose of this project is to identify the County's facility needs in Heppner and to implement a solution to meet those needs. Morrow County is seeking to contract with a Project Manager to assist on an hourly basis for all phases of this project. The Project Manager shall provide services during the design, construction, and post construction stages of the project.

The project may include, but is not limited to:

- Development and evaluation of options
- Design of new Circuit Court facility
- Construction of new Circuit Court facility
- Cost planning and forecasting
- Liaising with the construction contractor
- Initiating and controlling change orders or design changes
- Filling other requirements of the project as determined by the Board of Commissioners
- Participate in the development of cost estimates from inception to completion of the project, keeping the scope of the project within established budget parameters.

Throughout this project there will be a need to maintain quality control and management of cost and expenses. The selected Project Manager will be expected to ensure that all applicable land use and development laws are followed, as well as Bureau of Labor and Industries (BOLI), Department of Environmental Quality (DEQ), building codes, and other local and state

requirements. The project will require the gathering of information from County staff and the general public throughout the project. The contract period is expected to begin immediately upon selection and extend through completion and closeout of the project.

Morrow County, established on February 15, 1885, is currently located in the county seat of Heppner, OR. The County is approximately 2,049 square miles with a population of 12,186 (2020 census). Incorporated cities in Morrow County include Boardman, Heppner, Ione, Irrigon, and the Town of Lexington. The target industries of the County involve agriculture, data centers, food processing, industry, forest products, livestock, and recreation. The Port of Morrow is located on the Columbia River at the northern end of the County in Boardman. The Morrow County Commissioners act as the Contract Review Board on behalf of Morrow County.

Section 3. RFP Submittal and Closing Date

A total of six (6) copies (one original and five (5) copies) of the RFP clearly marked "Project Management Services for Facility Planning, Building Design, Construction, and Completion" must be received no later than 2:00 PM local time on August 22, 2023. Neither late, faxed, nor emailed submittals will be accepted. Contractors submitted RFPs not in compliance with Section 4; Submission Guidelines and Requirements, will be considered non-responsive. RFPs must be addressed to the following:

Morrow County
Matt Jensen, County Administrator
P.O. Box 788
110 N. Court Street
Heppner, OR 97836
(541) 676-2529

This Solicitation Document may also be reviewed at the above office.

Section 4. Inquiries and Addenda

4.1 Questions that arise prior to the RFP deadline shall be addressed to the following:

Morrow County
Attn: Matt Jensen, County Administrator
P.O. Box 788
110 N. Court Street
Heppner, OR 97836
(541) 676-2529
mjensen@co.morrow.or.us

4.3 Addenda to this solicitation, if needed, will be posted to the Morrow County website at www.co.morrow.or.us/rfps.

4.4 County may require any clarification it needs to understand the Proposer's Proposal

Section 5. Submission Guidelines and Requirements

The following submission guidelines and requirements apply to this RFP:

1. As described in Section 2, a total of six (6) printed copies of the RFP must be received no later than 2:00 PM, August 22, 2023. Neither late, faxed, nor emailed submittals will be accepted.
2. Only qualified individuals or firms with prior similar project management experience should submit proposals in response to this RFP.
3. Proposers must list at least four (4) projects that are substantially similar to this project as part of their response, including references for each. Examples of work should be provided as well.
4. Proposals must include a technical proposal that provides an overview of the proposed approach, as well as a list of qualifications for all key personnel performing the work. In addition, the technical proposal should provide a proposed schedule and milestones, as applicable; including the hours estimated for completion of each phase of the project.
5. Proposals must include a description of method of approach, strategy, and/or ability to understand, facilitate, and complete the tasks listed under Section 6; Project Scope below.
6. A price proposal must be provided that is not more than two (2) pages. This price proposal should indicate the hourly rates for service and any other associated costs.
7. Proposals must be signed by a representative that is authorized to commit proposer's company.
8. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiations.
9. Proposals must remain valid for a period of 60 days.
10. Morrow County anticipates selecting at least two individuals or firms with whom to have more in-depth discussions, and anticipates making an award to one of these "down-selected" individuals or firms.
11. Submissions must meet the Pass/Fail Criteria listed under Section 7.2 below.

Section 6. Project Scope

The scope of the project entails the following:

1. Assist the Morrow County Administrator to assess the County facility needs and assist with the development of a building plan for new construction of the County Circuit facility in Heppner, the County Seat.
2. Assist and give direction and advice with regard to the Circuit Court facility need, but not limited to, building capacity needs, siting and location of building, adherence to planning and development code requirements.
3. Incorporate existing information that has been compiled by County staff and DLR Group on facility space needs and gather additional data as required to analyze the collected data and develop a focused need proposal for the Board of Commissioners to review and approve.
4. Assist to create facility development options that meet the County's facility needs. Assist with providing cost estimates for each option. Assist with public outreach throughout the option development and evaluation processes.
5. Organize and manage public outreach meetings across Morrow County to receive input from the public.
6. In collaboration with the Morrow County Administrator, work to prepare bid documents
7. Coordinate development with designers and contractors for all design and construction phases including earthwork and building construction work. Work with the design engineer or architect by managing and reviewing all plans and expenditures in the ongoing design phase up until completion.
8. Report all activities to the Morrow County Administrator and consult on a regular basis. Monitor all costs and manage any proposed change orders in the best interest of Morrow County.
9. Obtain all required land use approvals. Acquire all permits needed for construction. Monitor all costs and manage any proposed change orders. Complete all BOLI reporting as required.
10. Must agree to comply with the provisions of ORS 279C.800 through 279C.870, relative to prevailing wage laws. This project is associated with a larger project requiring prevailing wage/BOLI adherence, which includes;
 - a. Workers will be paid the applicable prevailing wage rates. Contractor shall be responsible to ensure all compensation paid under this contract conforms to the prevailing wage law and rate in effect at the time of signing this Contract. Workers will be paid not less than the applicable prevailing wage rates in accordance with ORS 279C.840.

- b. If Contractor fails to pay for labor or services, County can pay and withhold these amounts from payment due the contractor.
 - c. Daily, weekly, weekend, and holiday overtime will be paid as required in ORS 279C.540.
 - d. Contractor must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work.
 - e. Contractor must promptly pay for any medical services they have agreed to pay.
 - f. Contractor not required to file a public works bond with the CCB based upon the landscaping project total cost less than \$100,000.00.
 - g. Contractor required to submit Certified Payroll reports by the 5th business day of the following month to Morrow County.
11. Be prepared at all times throughout the project to report and provide project updates to the Morrow County Board of Commissioners.
 12. Identify and document dates when user requirements and decisions or approval by the County are required and advise the County of the effect on the project of delayed decisions or approvals.
 13. Identify and document dates when user requirements and decisions or approval by the County are required and advise the County of the effect on the project of delayed decisions or approvals.
 14. Identify to the County the impact (time, quality, and cost) of proposed changes so that the Board may make informed decisions whether or not to proceed with the proposed changes.
 15. The successful proposer will be responsible for an accurate accounting of time spent on the project including travel time and other costs incurred while performing these duties.
 16. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the Contracting Agency is purchasing (OAR 137-047-0260(D)).

Section 7. Proposal Evaluation and Contractor Selection

7.1 Evaluation Process

Proposals submitted on time will be reviewed against the Pass/Fail criteria (Section 7.2). RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the Evaluation Criteria (listed in Section 7.3 below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) or selection for tentative contract negotiation and possible award, or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

7.2 Pass/Fail Criteria

_____ Submission Deadline Date and Time set

_____ Proposal is complete and addresses all Submission Guidelines and Requirements listed in Section 4.

_____ Correct number of Proposals included (Six (6) total copies)

7.3 Evaluation Criteria

Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
1. Fee Schedule	20
2. Qualifications	25
3. Experience, Work Samples, References	25
4. Method of Approach	20
5. Timeline and Milestones	10
<hr/>	
Total Maximum Score	100

Morrow County reserves the right to award to the proposer that presents the best value to Morrow County as determined solely by Morrow County in its absolute discretion.

Section 8. General Information; Terms and Conditions

1. The County may require any clarification or change it needs, to understand the selected contractor's project approach.
2. The successful contractor must have Workers' Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
3. The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
4. The County reserves the right to cancel this RFP upon a good cause finding.
5. The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
6. The selected contractor will be required to assume responsibility for all services outlines in the RFP whether the contractor produces them.
7. The RFP does not commit the County to award a contract, nor to pay any costs incurred in the preparation of the response to the RFP. The County reserves the right to accept or reject any or all responses

received as a result of this request or to cancel this RFP in part or in its entirety The County may request additional information from responders.

8. Morrow County may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100.
9. Protests: Any protests under this RFP shall follow the protest procedures set forth in OAR Chapter 137 Division 47.
10. Failure of the Contractor to perform the scope of work identified or to meet the performance standards established by the resulting Contract, may result in the following:
 - a. Morrow County's reduction or withholding of payment under the Contract.
 - b. Morrow County's right to require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting Contract; and
 - c. Morrow County's rights, which Morrow County may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law. (ORS 279B.060(2)(h))

Protest Process Any proposer who has submitted a proposal to the County and who is adversely affected by the County's awarding of the contract to another proposer has 14 days after issuance of the Notice of Intent to Award the contract, to submit a written protest of award to the County. Such right to protest shall conform to the requirements of OAR 137-049-0450(4), including specifying the grounds upon which the protest is based. An adversely affected proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the Library's contract selection.

OWNERSHIP/PERMISSION TO USE MATERIALS All Proposals are public records and are subject to public inspection after Agency issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure. All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to

Proposer, except in the case of Proposals that were submitted late and rejected by Agency.

Public Records: At such time as the proposal is on the Board of Commissioners agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the Proposer. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the proposal deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

RFP Addendum(a): Any changes to the RFP will be made by written addenda issued by Morrow County and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the Proposer's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will Morrow County modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of Morrow County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to Morrow County. The contract for this service is contingent upon the provision of funds from the State of Oregon to Morrow County. In the event these funds are reduced or eliminated, Morrow County reserves the right to terminate or revise any contract.

Alternatives: Proposers may not alter objectives and deliverables of the RFP in the response to the RFP. If the Proposer brings to Morrow County's attention, at least ten (10) days before the RFP deadline, an alternative end

product than the RFP delineates, Morrow County reserves the right to cancel the RFP and re-bid the project.

DBE Requirement: Morrow County has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. Morrow County encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, Morrow County includes language within the contract which requires the consultant to certify their compliance with federal regulations.

PROPOSAL FORM:

Responses to the Morrow County Circuit Court Project Request for Proposals (RFP) must contain a signed photocopy of this page.

Firm Name _____

The Undersigned offers and agrees to provide Project Management Services for the Morrow County Circuit Court Building Project.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors.

Oregon CCB Number: _____ Expiration Date: _____

____ Resident Firm

____ Non-resident Firm

____ Corporation

____ Partnership

____ Sole Proprietor

____ Joint Venture

____ Other _____

Has your firm ever been disqualified by a government agency from bidding or proposing on a public project? ____ (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

Has your firm ever been terminated from a public contract? _____ (yes/no)? If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for termination. Use additional sheets if required.

Has your firm ever been involved in litigation involving a public contract? Has a claim been against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract? _____ (yes/no)? If the answer is yes, provide a full explanation on a separate sheet entitled "Claims."

Firm Name: _____ Phone: _____

Address: _____

By (print): _____ Title: _____

Signed: _____ Date: _____

This form must be signed in ink and returned with a proposal

MORROW COUNTY
Certification of Compliance

I/we have received and reviewed the RFP and any Addenda issued by Morrow County and this submission is our entire proposal.

Firm Name: _____

Authorized Signature: _____

Printed name_____

Date_____

Addenda(s) Received _____

This form must be signed in ink and returned with the proposal.

MORROW COUNTY

Bidder/Proposer Residency Statement

Pursuant to ORS 279A.120, Oregon's reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "resident bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has to state in the bid whether the bidder/proposer is a "resident bidder/proposer." A "non-resident bidder/proposer" is a bidder/proposer who does not meet the definition of a "resident bidder/proposer" as stated above.

Bidder is Resident ____ or Non-Resident ____ and is a resident of _____(State) as set forth above.

If a resident bidder/proposer, enter your Oregon business address below:

Certificate of Non-discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to Morrow County that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Bidder/proposer hereby certifies that the information provided above is true and accurate.

Bidder Company Name:
Street Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: Fax:
Email:
Federal I.D. or Social Security No.:
Type or Print Name of Person Signing:
Title: _____
Authorized Signature:

This form must be signed in ink and returned with the proposal.

Exhibit A - Sample Evaluation Form

Morrow County

Project Management Proposal Evaluation Score Sheet

Firm Name: _____

Reviewer: _____ Date: _____

Required Submissions:

Proof of Contractor Licensure in Oregon	Yes/No
Conformance with RFP Requirements	Yes/No
Certificate of non-discrimination	Yes/No
Certificate of Compliance	Yes/No
Residency statement	Yes/No

Notes:

Review criteria:

Firm Background (Info Only) _____
Comments: _____

Oregon PM Experience (20 points maximum)

Comments: _____

Public Contract Experience - (20 points maximum) _____

Comments:

Plan and Key Staffing – Staffing & Personnel (20 points maximum) _____

Comments:

Local Affiliations – Issues (25 points maximum) _____

Comments:

Project Approach (20 points maximum) _____

Comments:

Project Safety & Communication (20 points maximum) _____

Comments: _____

Fees & Compensation

(25 points maximum) _____

Comments: _____

Total Points (150 possible) _____

Additional Notes:

Reviewer's Initials _____

Exhibit B - Insurance Requirements

Insurance Coverage. The Contractor shall procure and maintain at its expense during the Period of Performance and thereafter as required below, the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Agreement, whether performed by the Contractor or a person or entity for which either of them may be responsible.

Workers' Compensation Insurance, if required by law, with statutory limits.

Employers' Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate applicable specifically to the Project, \$2,000,000 personal and advertising injury and \$2,000,000 Products and Completed Operations.

Business Automobile Liability Insurance, applicable to owner, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident.

Deductibles. The Proposer shall pay all deductibles on all policies required by Paragraph 1.

Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employers' Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

Cross-Liability Coverage. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverage as would be achieved under the standard International Organization for Standardization ("ISO") separations of insured's clause.

Additional Insured. The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverage. Such coverage provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverage as the coverage provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership joint venture, if any, as "Named Insureds" as expressly stated in endorsements and (e) be maintained for the same durations as the coverage provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the owner's prime contractor on the Project, and shall not be limited to "ongoing operations." Notwithstanding the foregoing, this Paragraph shall not be construed to require the Contractor to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS 30.140.

Duration of Coverage. The insurance coverage required shall be written on an occurrence basis, except the Professional Liability insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the design professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the services under the Agreement. All other policies shall be in effect as of the date of commencement of the services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at their expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

Proof of Insurance. The Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, condition and waivers, and all other amendatory documents attached, evidencing the insurance required by this Exhibit B. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Contractor's final invoice.

Effect of No or Insufficient Insurance. The Contractor's failure to comply with the requirements of this Exhibit B shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Contractor pursuant to this Exhibit B and charge such costs thereof to the Contractor. The Owner's rights under this Paragraph shall be in addition to, and without waiver, of, its other rights and remedies under the Agreement or applicable law.

Limitation of this Agreement. Nothing in this Exhibit B shall negate, abridge or reduce the Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Exhibit B being limited to setting out the Contractor's express obligations with respect to insurance.

Exhibit C – RFP Response Checklist

Have you remembered to?...

- Review all instructions and scope of work to ensure your proposal response complies?
- Review all Exhibits and exhibits to ensure your proposal response complies?
- Review licensure and insurance requirement to ensure your proposal response complies?
- Format your response according to the proposal format?
- Prepare your scope of work in accordance with the review criteria points?
- Did you fill out, sign in ink and attach the Certification of Compliance?
- Did you fill out, sign in ink and attach the Bidder/Proposer Residency Statement?
- Did you fill out, sign in ink and attach the Certificate of Non-discrimination?
- Initial any/all changes and corrections in ink?
- Mark the envelope as indicated within the RFP?
- Address the envelope as indicted within the RFP?

--ADVERTISEMENT--

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REQUEST FOR PROPOSALS FOR**

**PROJECT MANAGEMENT SERVICES FOR FACILITY PLANNING,
PROGRAM VERIFICATION, BUILDING DESIGN, CONSTRUCTION, AND
COMPLETION FOR A NEW CIRCUIT COURT BUILDING**

Morrow County, Oregon, a local county government seeks requests for proposals for project management services to assist with County facility planning and development in Heppner, Oregon, the County Seat. Proposals will be considered based upon the following general evaluation criteria: Fee Schedule; Qualifications; Experience; Work Samples; References; Method of Approach; and Timeline and Milestones. Additional information, including a project description, the scope of work, submission requirements, and details on how the proposal evaluation criteria are weighted is included in the Request for Proposals solicitation document.

Copies of the Request for Proposals solicitation document may be obtained from the Morrow County Board of Commissioners Office, P.O. Box 788, 110 N. Court Street, Rm. 201, Heppner, OR 97386 or online at www.co.morrow.or.us/rfps. Complete proposals will be accepted at the same address no later than 2:00 p.m., August 22, 2023. Questions or concerns may be addressed to Matt Jensen, Administrator, at (541) 676-2529.