

MORROW COUNTY CIRCUIT COURT BUILDING

REQUEST FOR PROPOSALS

**FEASIBILITY STUDY FOR NEW CIRCUIT COURT
BUILDING TO INCLUDE PROGRAM VERIFICATION,
CONCEPTUAL DEVELOPMENT, PRELIMINARY
ARCHITECTURAL DESIGN, CONSTRUCTION
ADMINISTRATION SERVICES AND COMPLETION FOR
MORROW COUNTY, OREGON**

PROPOSAL DUE DATE AND TIME

August 29, 2023, 2:00 P.M.



RFP – 02 -72023

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Morrow County is requesting Proposals from a qualified professional architect or related firms to prepare a Feasibility Study to include Program Verification, Conceptual Development, Construction Administration and Preliminary Architectural Design and Completion to plan and build a new Circuit Court building to be located in Heppner, Oregon, the County Seat. Interested parties should submit a proposal that includes all information described in this RFP.

Representative Greg Smith notified Morrow County that the Oregon Legislature has awarded over \$12.745 million in funding for the new Circuit Court facility.

CONTACT

Interested bidders should submit their proposals to **Morrow County c/o Matt Jensen** at 110 N. Court St., Rm. 201, Heppner, OR 97836 no later than 2:00 p.m., August 29, 2023, **via hand delivery, email, U.S. Postal Service, FedEx or UPS.**

Contact Roberta Vanderwall, Interim County Administrator for information regarding this process by email at rvanderwall@co.morrow.or.us, or mjensen@co.morrow.or.us or by phone at (541) 676-2529. If proposers have questions regarding this solicitation, questions shall be submitted in writing to Ms. Vanderwall. All responses will be issued by email.

1. INTRODUCTION AND BACKGROUND

1.1 Introduction

The current Morrow County Courthouse was built in 1903 and has seen its useful life as a courthouse as shown in the Courthouse Analysis completed in 2018 indicating that the building is no longer a viable option for the courthouse. The current courthouse will continue to be used for other Morrow County offices such as County Clerk, Treasurer, and Assessor. The County wishes to build a new Circuit Court to house County government offices and required state offices for both current and future needs.

Population growth has been rapidly growing in the north part of the County; Boardman and Irrigon especially. The County needs to plan on growth when determining the needs of the building.

In 2023, the County contracted with DLR Group to complete a Site Analysis. Several parcels were considered in Heppner during this process. The most suitable piece of property for the new Circuit Court has been identified as the Fairground Property and is owned by Morrow County. A Space Needs Analysis was also conducted by DLR Group and is included in this document.

The information gleaned from this analysis will be the second step in the process to build a new Circuit Court. The following departments will reside within the new facility: Circuit Court, possibly Justice Court, Juvenile Department, District Attorney, Sheriff and Court Support.

Morrow County will award a contract to the individual or firm which best meets the needs of the County. Morrow County reserves the right to cancel this procurement or reject any and all proposals received in accordance with ORS 279b.100 or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the County. Interested individuals or firms must meet the submittal requirements identified in this RFP.

1.2 Background

Morrow County is located in the north central part of the State of Oregon east of the Cascade Mountains. The County has the beautiful Columbia River on the north, Umatilla County on the east, Grant County on the south and Gilliam County on the west. The County contains 2,049 square miles. The Morrow County government consists of three County Commissioners, District Attorney, Assessor/Tax Collector, Clerk, Sheriff, Surveyor, Justice Court, Juvenile, Treasurer, Parole and Probation, Fair, Emergency Management, Public Health, Public Works, Planning, Veteran's Services, Public Transit - The Loop, and Administration. The population of Morrow County is approximately 12,000. The principal industries in the County include: agriculture, food processing, data centers, wind generation, utilities, livestock, and recreation.

The existing Courthouse has been the symbol of Morrow County for almost 120 years. Completed in 1903 by famed Architect Edgar M. Lazarus, who is also known for Apperson Hall (1898–1899) on the Oregon State University campus, and Vista House (1916-1918) in the Columbia River Gorge. This iconic structure is one of the oldest continuously used courthouses in the state and served as a shelter during the famous Heppner flood in 1903. It is very important to the County to recognize the historic significance and continue to maintain the character of the building. The Morrow County Courthouse was listed in the National Register of Historic Places in 1985.

In 2018, a Feasibility Study on the current courthouse building was completed. The study identified multiple areas that required additional evaluation to determine the construction needs to bring the current courthouse into compliance. The realization is that the existing courthouse is not a viable option, especially because it is an historical building. A new Circuit Court is the most reasonable option.

The work will include creating a team to complete a Feasibility Study to include Program Verification, Preliminary Architectural Design, Conceptional Development, Construction Administration Services and Completion. The County has determined that the best course of action is to investigate the design and construction of the new Circuit Court that will include Circuit Court, Juvenile, possibly Justice Court, District Attorney, and the Sheriff. Develop a study for a new circuit court building identifying Program Verification, Design, Construction Administration Services, (number of rooms, size, restrooms, storage, etc.) and Preliminary Architectural Design.

- Proposed construction costs.
- Cite possible funding sources, and, identify if the Proposer can write grants to secure the funding necessary for development, and at what cost.

- Provide guidance for optimal space utilization and address the privacy and acoustics that accompany shared spaces such as judge's chambers, size and compliance of the jury deliberation room and overall personnel flow for the courtroom area.
- Propose layout to accommodate more County personnel for future growth, as well as an analysis to address layout & design concerns to alleviate any configuration and functional issues between County staff/clientele and courtroom, jury, and attorney interactions.
- Understand all the components, systems, surveillance, traffic flow, public transactions, public & private access, security screening measures, and safety protocols for compliance with state and federal court facilities.

Morrow County has approximately 150 employees in 18 departments that provide services to the people of a community of 12,000 County residents. Department Needs are as follows:

Public Access

- Entry Vestibule
- Lobby and Waiting
- Public Restroom
- Public Elevator
- Stairs
- Public Defender Workroom
- LPSCC/CJC Meeting Room (state agency)

Circuit Court

- Courtroom
- Sound Vestibule
- Interview/conference room
- Court Client Services
- Verification
- Chambers
- Chambers Restroom
- Shared Support Workspace
- Jury Deliberation
- Jury Deliberation Restroom
- Jury Assembly
- Jury Assembly Restroom
- Jury Assembly Lactation Room
- Workroom
- Trial Court Administrator
- Clerk area
- Interpreter room
- Files
- Public Counter
- Clerk supervisor

Juvenile Department

- Director – 1 (Courthouse)
- Reception – 1 (Courthouse)
- Workroom 1 (Courthouse/1 Off-Site)
- Reception Area (Courthouse/Need to Separate Youth from Adults)
- In-Custody Juvenile Waiting
- In-Custody Juvenile Restroom
- Juvenile Attorney Conference
- Break Room
- Probation

Sheriff

- Vehicle Sally
- Holding
- Sheriff Staff hub
- Security Screening

District Attorney's Office

- District Attorney (Courthouse)
- Deputy DA (Courthouse)
- Victims' Advocate – 1 (Courthouse)
- Victim Advocate Storage (Courthouse)
- Child Support
- Administrative – 1 (Courthouse)
- Work Room – (Courthouse)
- Court Rooms – 2 (Courthouse)
- File Room

Court Support

- Staff Restroom
- Break Room
- Storage
- Mothering Room
- Janitor Closet
- Building Systems
- Stairs
- Staff Elevator

Justice Court/Contingency Space

- Reception
- Receptionist
- Workroom
- Small Courtroom/Hearings room
- Judge
- Small Conference/Breakroom
- Future Office

Space Needs Analysis

Planning for the new Morrow County Courthouse began in 2021 with discussions about renovations and addition to the existing courthouse. During that process, the planning team spoke with employees of the Circuit Court, Justice Court, Sheriff, District Attorney, Treasurer, Assessor and County Clerk to understand each department’s space needs.

Since that phase of the study, the County has determined that its best course of action is to investigate the design and construction of a new Circuit Court that would include Circuit Court, Juvenile, District Attorney, Sheriff’s Courthouse Security, and possibly Justice Court. Treasurer, Assessor, and County Clerk would remain in the existing courthouse.

Space Needs

The chart below summarizes the building square footage needs per building component. These spaces were confirmed by each department. The exceptions to this are Justice Court and Juvenile Department as they were added very recently and we have not had the opportunity to confirm their space needs.

The square footages are derived based on a few factors. The first factor is the function of the space including how many people it needs to serve. The second factor is the Oregon Judicial Department’s (OJD) space standards. The third factor is the factor we apply to the functional needs and space standards to account for wall thicknesses, circulation within and between departments, and building system space needs. These calculations are based on departmental and building grossing factors. NSF stands for Net Square Footage - or the size of a space measuring inside wall to inside wall. DGSF stands for Departmental Gross Square Footage - or the size of a department that includes circulation between spaces inside the department, as well as interior wall thicknesses and a portion of building systems. Gross Square Feet add a factor to the DGSF that includes circulation between departments, public circulation, staff circulation, in-custody circulation, building systems, and exterior wall thicknesses.

Currently, the new Morrow County Circuit Court is anticipated to be about 19,992 gross square feet.

Space Needs Summary				
#	Component	DGSF	Grossing Factor	
100	Public Access	2,126	1.20	2,552
200	Circuit Court	9,131	1.20	10,957
225	Contingency Space	725	1.20	870
250	Juvenile Department (estimated)	1,684	1.20	2,021
300	Sheriff	1,022	1.20	1,226
400	District Attorney	2,125	1.20	2,550
500	Court Support	3,179	1.20	3,814
		19,992	1.20	23,990

Space Needs Tables

The following charts reflect the current approach to space needed for a new Circuit Court by function and/or department.

Space Number	Space	Space Std.	Qty.	Total NSF	Comments
100.00	Public Access				
100.01	Entry Vestibule	80	1	80	
100.02	Lobby and Waiting	300	1	300	With public use computer or kiosk
100.03	Public Restroom	65	3	195	Gender neutral, baby changing area
100.04	Public Elevator	160	1	160	
100.05	Stair	400	1	400	
100.06	Public Defender Workroom	200	1	200	Meeting space, small office/phone room
100.07	LPSCC/CJC Meeting Room (state agency)	240	1	240	Conference Room, counter with sink
	Subtotal Net Area			1,575	
	Department Grossing		35%	551	
	Subtotal DGSF			2,126	
200.00	Circuit Court				
200.01	Courtroom	2,000	1	2,000	16-person jury, bench with judge, witness and 2 staff (either in front or on side) well with 2 attorney tables and podium, gallery for 50
200.02	Sound Vestibule	80	1	80	Into courtroom to control sound
200.03	Interview/conference room	100	2	200	On either side of SV
200.04	Court Client Services	150	1	150	Camera'd, family law facilitator and treatment court support
200.05	Verification	160	1	160	Verification non-contact includes both sides
200.06	Chambers	350	1	350	Office with small conference table
200.07	Chambers Restroom	65	1	65	
200.08	Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part tie functions
200.09	Jury Deliberation	400	1	400	Counter with uppers and lowers, sink, undercounter refrigerator

200.10	Jury Deliberation Restroom	65	2	130	Gender neutral, ADA
200.11	Jury Assembly	1000	1	1000	Seating for 50. Could be used as hearings room
200.12	Jury Assembly Restroom	65	2	130	Gender Neutral, ADA
200.13	Jury Assembly Lactation Rm.	80	1	80	
200.14	Workroom	120	1	120	Copier, supply storage, shredding
200.15	Trial Court Administrator	200	1	200	
200.16	Clerk Area	480	1	480	5 workstations, (2 future) and service counter with two windows (1 ADA)
200.17	Interpreter room	36	2	72	workstations
200.18	Files	250	1	250	
200.19	Public Counter	160	1	160	Both staff and public sides
200.20	Clerk Supervisor	150	1	150	Office
	Subtotal Net Area			6,297	
	Departmental Grossing		45%	2,834	
	Subtotal DGSF			9,131	

Space Total		Space Standard	Qty.	NSF	Comments
Number 225.00	Contingency Space (Justice Court)				
225.01	Reception	80	1	80	
225.02	Receptionist	48	1	48	
225.03	Workroom	120	1	120	With file storage
225.04	Small Courtroom	800	0	0	Hearings room
225.05	Judge	150	1	150	
225.06	Small Conference/break	120	1	120	
225.07	Future Office	120	1	120	
Subtotal net Area				518	
Department Grossing			40%	207	
Subtotal DGSF				725	

Space Number	Space	Space	Qty.	Total NSF	Comments
250.00	Juvenile Dept. (estimated)				
250.01	Reception	100	1	100	
250.02	Receptionist	48	1	48	

250.03	Workroom	120	1	120	With file storage
250.04	In-Custody Juvenile Waiting	80	2	160	Preferably connected to the detention circulation
250.05	In-Custody Juvenile Restroom	65	1	65	
250.06	Director	150	1	150	
	Juvenile Atty Conference	100	2	200	
	Break Room	120	1	120	
250.07	Probation	120	1	120	
250.08	Future Office	120	1	120	
	Subtotal net Area			1,203	
	Departmental Grossing		40%	481	
	Subtotal DGSF			1,684	
300.00	Sheriff				
300.01	Vehicular Sally	440	1	220	Secure vehicular space with secure access to courthouse. Obscured from public view. Fenced with cover. Counted at ½ the SF for costing.
300.02	Holding	80	2	160	Wet. With separate circulation from VS to holding. Holding should be on a secure hall to the courthouse.
300.03	Sheriff Staff hub	150	1	150	Work area with small kitchenette. Adjacent to security screening.
300.03	Security Screening	200	1	200	With metal detector and staff area
	Subtotal Net Area			770	
	Departmental Grossing		40%	292	
	Subtotal DGSF			1,022	
400.00	District Attorney				
400.01	DA	180	1	180	With small conference table
400.02	Deputy DA	120	2	240	1 future
400.03	Victim Advocate	180	1	180	Off public lobby
400.04	Victim Advocate Storage	80	1	80	Adjacent to VA
400.05	Child Support	150	1	150	2 Workstations
400.06	Administrative	64	2	128	1 future
400.07	Work Room	120	1	120	Copier, office supplies
400.08	File Room	180	1	180	
400.09	Break Room	120	1	120	Small kitchenette seating for 4
400.10	Small Meeting Room	140	1	140	
	Subtotal net Area			1,518	
	Departmental Grossing			607	
	Subtotal DGSF			2,125	
500.00	Court Support				

500.01	Staff Restroom	65	4	260	Distributed
500.02	Break Room	65	1	200	Kitchenette with microwave, sink, refrigerator, seating for 6
500.03	Storage	400	1	400	Can be distributed
500.04	Mothering Room	80	1	80	With counter, sink and small refrigerator, Soft but cleanable seating
500.05	Janitor Closet	35	3	105	Distributed
105	Building Systems	800	1	800	Allowance
500.07	Stairs	400	1	400	Allowance
500.08	Staff Elevator	420	1	200	Allowance
	Subtotal net Area			2,445	
	Departmental Grossing		30%	734	
	Subtotal DGSF			3,179	
	Total Net Square Footage			19,992	DGSF

2. GENERAL

2.1 Schedule of Events

Event	Deadline
Request for Proposals issued	July 25, 2023
Deadline for Proposer’s written questions and requests	August 15, 2023
Deadline for proposals	August 29, 2023 @ 2:00 PM
Notification of finalists	August 30, 2023
Interviews and/or demonstrations scheduled, if deemed necessary	September 5, 2023
Notice of intent to award issued	September 6, 2023
Contract signed	TBD

The Schedule of Events is subject to change. The County will notify all respondents if there are any changes to the schedule.

Quantity of Proposals

2.2 Proposal Deadline

Proposals may be sent to the Administrative Contact. Faxed proposals will not be accepted. All proposals after the date and time indicated above will not be opened or considered.

2.3 Administrative Contact

Name: Matt Jensen

Title: County Administrator

E-Mail: mjensen@co.morrow.or.us

Mailing Address:

County Administrator
Morrow County
110 N. Court Street, Rm. 201
P.O. Box 788
Heppner, OR 97386

2.4 Right to Retain

Morrow County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Morrow County and the Proposer selected.

2.5 Cost of Preparing Proposal

Morrow County will not pay any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

3. SCOPE OF WORK

3.1 Scope of Work

3.1.1 Develop a Feasibility Study identifying Program Verification, Conceptual Development, Preliminary Architectural Design, and Construction Administration Services and confirming the size of the facility, location of the new Circuit Court should be sited (on-site) site design, architectural design (number of rooms, size, restrooms, storage, etc.) and proposed construction costs. Said study shall also examine required parking needs and design.

3.1.2 Cite possible funding sources, and, identify if the Proposer can write grants to secure the funding necessary for development, and at what cost.

3.1.3 The Proposer shall provide six (6) hard copies of the Proposal.

3.1.4 Proposer shall be responsible for meeting all deadlines agreed upon in the contract.

4. REQUIRED SUBMITTALS

4.1 Quantity of Proposals

Interested bidders should submit their proposals to **Morrow County, c/o Matt Jensen, County Administrator** at P.O. Box 788, 110 N. Court Street, Room 201, Heppner, OR 97386 no later than 2:00 p.m., **August 29, 2023**. Consultants mailing proposals should allow

for normal delivery time to ensure timely receipt. Hard copy proposals preferred. Electronic proposals shall be in PDF format included as attachment(s) in an email sent to mjensen@co.morrow.or.us. The email subject line should contain the phrase “RFP – Circuit Court Proposal” – (Proposer’s Company Name). As for any electronic Proposals submitted, only those proposals received at this email address by the due date and time will be considered. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above. If submitting electronically, allow adequate time in case hard copies must be mailed (in the event the email is blocked or the size exceeds allowable transmission limits).

If submitted electronically, submit one (electronic proposal via email to the email address of the Administrative Contact. If a hard copy is submitted, **A signed original plus six (6) copies and one (1) electronic PDF copy on a flash drive or similar of the proposal must be included.** Proposals should contain the submittals listed in this section and any other information not requested that illustrates qualifications and content from the Proposer.

Contact Matt Jensen, County Administrator for information regarding this process by email at mjensen@co.morrow.or.us or by phone at (541) 676-2529. If Proposers have questions regarding this solicitation, questions shall be submitted in writing to Mr. Jensen. All responses will be issued by email.

4.2 Required Submittals

It is the Proposer’s sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-responsive. If any part of a proposal is claimed exempt from disclosure, the Proposer must separately submit the material along with the Proposal and have it clearly marked as “Proprietary Information, Confidentially Requested.”

4.2.1 Cover Letter

A cover letter should not be more than two (2) pages long and should include as a minimum the following:

- a. A statement of the Proposer’s understanding of the objective of the services to be performed;
- b. A statement of the Proposer’s experience and ability to meet the Scope of Work;
- c. A positive commitment to perform the services within the time period specified; and
- d. The names of persons authorized to represent the Proposer, their title, mailing address, email address, and telephone number (if different from the individual who signs the transmittal letter).

4.2.2 General Information

- a. Name of Proposer (individual or firm);
- b. Address;
- c. Federal Employer Identification Number;
- d. Length of time in business;

- e. Whether Proposer is local, regional or national;
- f. Location of the office from which the work is to be done (hereafter referred to as the “local office”);
- g. If the Proposer is a firm, description of the organization, size, structure and office locations(s). Identification of principal supervisory and managerial staff assigned;
- h. Indicate, if appropriate, Opportunity/Affirmative Action Policy, if the firm has one;
- i. Description of the Proposer’s experience;
- j. The Proposer shall provide links to at least three (3) government building projects their firm has successfully seen through to completion;
- k. The Proposer shall include a statement describing the roles and responsibilities of the Proposer in the drafting and completion of the study provided in response;
- l. Resumes of consultants likely to be assigned to the representation. The description should include: Professional and educational background of each consultant or designed, position in firm, years and types of experience, overall supervision to be exercised, and prior experience of the individual consultants with respect to the required experience listed above;
- m. Identification of any complaints to liability carriers, legal action, including lawsuits, administrative complaints, etc., in the past five years;
- n. Projected date in which the First Draft Study will be ready for review;
- o. Any other information that would help in the evaluation of the Proposer for this contract.

4.2.3 CUSTOMER SUPPORT

Morrow County operates on Pacific Standard Time (PST) and has primary hours of operation Monday through Friday from 8:00 a.m. to 5:00 p.m., with some departments having extended hours of operation. Morrow County business offices are closed on weekends and U.S. holidays. Please identify how Proposer will provide customer support during the study and assessment.

4.2.4 PROJECT COST

Provide a cost breakdown for the project. Include any expenses expected to be contributed by Morrow County. Be advised Morrow County does not pay travel, meal and lodging expenses.

4.2.5 REFERENCES

Provide a minimum of three (3) government references (preferably local government agencies).

5. SUBMISSION

Hard copy proposals preferred. As explained above, six (6) hard copies are requested and are to be sent to the Administrative Contact.

Electronic proposals shall be in PDF format included as attachment(s) in an email sent to mjensen@c.morrow.or.us. The email subject line should contain the phrase “Circuit Court Feasibility Study Proposal – (Proposer’s Company Name).” As for any electronic Proposals submitted, only those proposals received at this email address by the due date and time will be considered. It is highly recommended that the Proposer confirms receipt of the email with

the Administrative Contact noted above. If submitting electronically, allow adequate time to verify receipt in case hard copies must emailed (in the event the email is blocked or the size exceeds allowable transmission limits).

6. EVALUATION

The status of review and evaluation are as follows:

6.1 Selection and Evaluation Process

Morrow County will review proposals and may follow up with interview questions. A final group of Proposers may be asked to demonstrate their product. After the final demonstrations, the Morrow County Board of Commissioners may award the contract. Proposals will be reviewed in accordance with the following criteria:

6.1.1 Proposed approach to scope of work and level of support services.

6.1.2 Level of experience of the individuals identified to work on this project

6.1.3 The Proposer's experience in delivering a successful product and support service to similar clients and projects. The selected contractor is required to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

6.1.4 Customer service support (e.g. service hours that align with Morrow County business hours, services available, etc.)

6.1.5 Response from references

6.1.6 Cost

Follow-up interviews and demonstration evaluation may focus on the following:

6.1.7 Presenter's understanding of the scope of Morrow County's needs;

6.1.8 Presenter's ability to deliver on Morrow County's Scope of Work based on experience and staffing expertise;

6.1.9 Presenter's ability to provide services beyond the Scope of Work identified in the RFP;

6.1.10 Presenter's ability to provide a completed Facility Plan, Program Verification, Design and Construction Administration through Construction.

6.1.11 References from other governmental agencies.

6.2 Proposal Validity Period

Each proposal shall be irrevocable for a period of at least ninety (90) days from the proposal opening date.

6.3 Competency of Proposals

To enable Morrow County to evaluate the responsibility and financial stability of a Proposer, the qualifying and accepted Proposer shall upon request furnish such information as reasonably necessary.

6.4 Reservation in Evaluation

Morrow County reserves the right to:

6.4.1 Request “Best and Final Offers” from the two highest scoring Proposers and award to the lowest priced;

6.4.2 Re-assess the proposals and award to the Proposer determined to best meet the overall needs of Morrow County.

6.4.3 Commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all responsible Proposers within the competitive range; and negotiate with a Proposer over:

- The Scope of work;
- The contract price as it is affected by negotiating the Scope of Work; and
- Any other Terms and conditions as determined by Morrow County.

6.5 Investigation of References

Morrow County reserves the right to investigate and to consider the references and past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors and workers. Morrow County may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

6.6 Preferences

Notwithstanding provisions of law requiring the County to award a contract to the lowest responsible bidder or best Proposer or provider, when procuring goods and services for any public use, the County shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

6.7 Contract Award

The contract will be awarded to the responsible Proposer whose Proposal Morrow County determines in writing is the most advantageous to Morrow County. If a successful contract cannot be completed after award, Morrow County may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with other Proposer(s) for award. The contract will include items similar to those shown in the attached.

6.8 Proposal Rejections

Morrow County reserves the right to:

- 6.8.1 Reject any proposals not in compliance with all public procedures and requirements;
- 6.8.2 Reject any proposal(s) not meeting the specifications set forth herein;
- 6.8.3 Waive any and all irregularities in proposals submitted;
- 6.8.4 Consider the competency of Proposers in making any award;
- 6.8.5 Reject all proposals;
- 6.8.6 Award any and all parts of any proposals; and
- 6.8.7 Request additional references.

7. APPLICABLE STATUTES AND RULES

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and the Morrow County Contracting Rules.

7.1 Communications During RFP Process

In order to ensure a fair and competitive environment, direct communications between Morrow County staff other than the Administrative Contact and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP County process or the award of a contract is strictly prohibited.

7.2 Questions and Requests

Any Proposer requiring further clarification of the proposal procedures contained herein should submit specific questions in writing to:

Name: Matt Jensen

Title: County Administrator

Email: mjensen@co.morrow.or.us

The email subject line should contain the phrase “Feasibility Study -Circuit Court Assessment – Proposer’s Company Name.” A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all individuals or firms in receipt of this RFP.

7.3 Addenda

Only documents issued as written addenda by Morrow County serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. Addenda will be posted and made available at all electronic and physical locations where this Solicitation Document may be reviewed.

ATTN: Sample Contract Information

SAMPLE

CONTRACT BETWEEN MORROW COUNTY AND

[NAME]

This contract is made and entered into this ____ - day of _____ 2023 by and between Morrow County, Political Subdivision of the State of Oregon (County) and _____ (Contractor).

1. Work to Be Performed

Feasibility Study, Program Verification, Design, Construction Administration Services and Preliminary Architectural Design, Site Analysis and Concept Development to design and build a new Circuit Court building to provide for Morrow County, Oregon as outlined in RFP and Bid.

Contractor shall perform work to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. Completion Date

All work contracted herein shall be completed within 90 days of execution of this contract. Contractor shall begin work on the project immediately upon execution of this agreement,

3. Prevailing Wages and Procurement

Contractor shall comply with all prevailing wage laws, as applicable.

4. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following;

- A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.
- B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

5. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to ORS279B.220 AND 279B.230 that are incorporated by reference into this agreement.

6. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 645.017, which requires it to provide workers' compensation coverage for all of its subject workers.

7. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

8. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

9. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

10. Severability

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

11. Termination for Convenience

County shall have the right to terminate this contract in its entirety at its convenience. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

12. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

13. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Morrow County.

14. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

15. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

CONTRACTOR

By (Signature) Date

Printed Name Federal I.D. No.

Street

City State
Zip Code

Email Address

MORROW COUNTY

Matt Jensen, County Administrator Date

Approved as to Form:

Justin Nelson, Morrow County Legal Counsel Date

PROPOSAL FORM

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

Firm Name: _____

The Undersigned offers and agrees to provide a Feasibility Study for Program Verification, Design, Construction Administration Services and Preliminary Architectural Design, Site Analysis and Concept Development 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 no-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 made against any payment or performance bond taken out by your firm? Has a legal claim been made 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 contraction 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 the proposal

**MORROW COUNTY CIRCUIT COURT BUILDING
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 twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated 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 Government 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** _____

Toll Free Telephone: _____ **Telephone:** _____ **FAX:** _____

Federal I.D. or Social Security No.: _____ **Email:** _____

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 Circuit Court Building
RFP Proposal Evaluation Score Sheet

Firm Name; _____

Date: _____

Reviewer: _____

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 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 hereafter 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. 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 Contractor or a person or an 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 owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident.

Deductibles. The Contractor 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 insured 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 subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as “Named Insureds,” as expressly stated in endorsements and 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 the “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 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 Contractor’s services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after the 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 non-conforming Work; provided that 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 its 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, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Exhibit C. 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 C 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 Exhibit. 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 attachments and exhibits to ensure your proposal response complies?
- Review licensure and insurance requirement to ensure your proposal 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 with in the RFP?
- Address the envelope as indicated with in the RFP?

--ADVERTISEMENT --

MORROW COUNTY

REQUEST FOR PROPOSALS FOR

**FEASIBILITY STUDY FOR PROGRAM VERIFICATION,
CONCEPTUAL DEVELOPMENT, PRELIMINARY ARCHITECTURAL
BUILDING DESIGN, CONSTRUCTION, CONSTRUCTION
ADMINISTRATION SERVICES AND COMPLETION FOR A NEW
CIRCUIT COURT BUILDING**

Morrow County, Oregon, a local county government seeks Requests for Proposals for a Feasibility Study for a new Circuit Court Building to include Program Verification, Preliminary Architectural Design, Construction Administration Services and Completion 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 29, 2023. Questions or concerns may be addressed to Matt Jensen, Administrator, at (541) 676-2529 or Roberta Vanderwall, Interim Administrator at (541) 676-2529.