

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT FIRM
4500 RESEARCH WAY
CORVALLIS, OREGON 97333**



Benton County Board of Commissioners

Pat Malone, Commissioner
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March 6, 2020

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSALS
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SAMPLE PERSONAL SERVICES CONTRACT

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSAL**

**CONSTRUCTION MANAGEMENT FIRM
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CORVALLIS, OREGON**

SECTION I. – ADVERTISEMENT FOR PROPOSALS

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified Construction Management (CM) firms for the turnkey renovation of an office building located at 4500 Research Way, Corvallis, Oregon (Project). Space Planning is in progress, led by DLR Group, Portland, Oregon. Benton County plans to occupy the building in multiple phases. The initial phase, (Phase 1) is approximately 22,000 square feet with subsequent phases totaling 53,000 square feet.

The general scope of work in Phase 1 includes: Collaborating with DLR Group regarding space planning. Provide budgetary guidance for project completion. Provide construction drawings, schematics and specifications for construction. Source and contract a General Contractor (GC) or Sub-Contractors to perform construction services. Manage all aspects of construction to include but not be limited to; framing, drywall, paint, flooring, electrical, plumbing, mechanical, security systems, fire systems, lighting, and fixture installation. Facilitate progress and construction meetings. Provide construction drawings, prints, and schematics for permitting and construction. Manage all aspects of the permitting process. Provide recommendations related to green building practices and sustainability efforts. Work with Energy Trust of Oregon to maximize available incentive rebates. Make presentations to the Benton County Board of Commissioners as required. Make value engineering recommendations. Assist in mitigating change order requests.

The objective is to retain a Construction Management firm to lead the design, construction and occupation of the project through all building phases and warranty periods.

The RFP will allow Benton County to select and retain a Construction Management firm to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

Any savings the construction manager/general contractor realizes in performing the public improvement contract will accrue to the County, unless the public improvement contract provides otherwise.

Specify terms and conditions that govern how the fixed price, guaranteed maximum price or other maximum price set forth in the public improvement contract will be determined and whether the price includes or is based on unit pricing or allows for work that is constructed in phases;

State that the County will not pay any amount that exceeds a fixed price, guaranteed maximum price or other maximum price specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.

By the earlier of the date on which the County and a construction management firm agree on a fixed price, guaranteed maximum price or other maximum price or the date on which the construction manager/general contractor begins to solicit offers for construction services from subcontractors, the public improvement contract that the County negotiates with the construction management firm must:

(a) Describe the methods the construction management firm will use to qualify and select subcontractors. The methods must be competitive and should provide prospective subcontractors with a reasonable opportunity to participate in the construction management firm qualification and selection process.

(b) Identify the portions of the construction work under the public improvement contract for which the construction management firm may waive the qualification and selection process described in paragraph (a) of this subsection and describe:

(1) How the construction management firm may determine the portions of the construction work that will not be subject to the qualification and selection process described in paragraph (a) of this subsection; and

(2) The process the construction management firm will use to qualify and select prospective subcontractors for the portions of the construction work that are not subject to the qualification and selection process described in paragraph (a) of this subsection.

(c) Identify the conditions under which the construction management firm or an affiliate or subsidiary of the construction management firm may perform or compete with other prospective subcontractors to perform construction work under the public improvement contract and describe the methods the construction management firm will use to qualify and select an affiliate or subsidiary to perform the construction work.

(d) Describe how the construction management firm will announce which prospective subcontractors the construction management firm have selected to perform construction services in connection with the public improvement contract.

(e) Describe the conditions under which the construction management firm will discuss the qualification and selection process described in this subsection with a prospective subcontractor that the construction management firm did not select for a subcontract if the construction management firm receives a request from the prospective subcontractor to discuss the process.

The Request for Proposal and available building floor plans can be downloaded from the Benton County website at <https://www.co.benton.or.us/rfps> or a printed copy can be requested at actual cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-6821, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Public Works to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Paul Wallsinger, Project Manager, at Paul.Wallsinger@co.benton.or.us or at 541-766-3521. To be added to the Interested Respondent's list or for questions regarding the procurement process, contact George Looney at George.Looney@co.benton.or.us or at 541-766-6204.

A Mandatory Pre-Bid meeting will be held on Monday, March 23, at 10:00 a.m. at the Benton County Public Works office, 360 Avery Ave, Corvallis OR 97333, in the Upper Conference room with site walk thru to follow

RFP responses shall be sealed and marked plainly as **4500 Research Way Renovation**, and submitted to Benton County Public Works, Attention George Looney, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **2:00 p.m.** local time on **March 31, 2020.**

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident GC as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: March 3, 2020 By _____


Gary Stockhoff, Director of Public Works

*Publish: Daily Journal of Commerce: March 6 and 13, 2020
Albany Democrat Herald and Corvallis Gazette-Times: March 6 and 13, 2020.*

SECTION II. – BACKGROUND AND INFORMATION

A. Introduction

Benton County is requesting submission of qualifications from Construction Management firms (CM) for the renovation of an office building located at 4500 Research Way, Corvallis OR. The objective of this Request for Proposal (RFP) is to source Construction Management firms and invite those that meet the competitive range of qualifications to lead and manage the renovation project. The project consists of the complete renovation of the existing 53,000 SF building in multiple phases over multiple years.

The general scope of work in Phase 1 includes: Collaborating with DLR Group regarding space planning. Provide budgetary guidance for project completion. Provide construction drawings, schematics and specifications for construction. Source and contract a General Contractor (GC) or Sub-Contractors to perform construction services. Manage all aspects of construction to include but not be limited to; framing, drywall, paint, flooring, electrical, plumbing, mechanical, security systems, fire systems, lighting, and fixture installation. Facilitate progress and construction meetings. Provide construction drawings, prints, and schematics for permitting and construction. Manage all aspects of the permitting process. Provide recommendations related to green building practices and sustainability efforts. Work with Energy Trust of Oregon to maximize available incentive rebates. Make presentations to the Benton County Board of Commissioners as required. Make value engineering recommendations. Assist in mitigating change order requests.

The RFP is the initial step in the selection process to retain a CM to perform project management services for the renovation project. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document. Responses will be reviewed and ranked by a Selection Review Committee composed of the Project Manager, County officials, and other key stake holders in the process. In accordance with the criteria, respondents will be scored by the selection committee and ranked from highest to lowest. The Request for Proposals can be downloaded from the Benton County Oregon website at <http://www.co.benton.or.us/rfp> or a printed copy can be obtained at cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon; phone: 541-766-6821.

All Respondents must be registered and licensed with the Oregon Construction Contractors Board prior to submitting an RFP. Failure to be licensed may cause the County to reject the Request for Proposal as non-responsive.

B. Background Information:

Benton County has purchased a 53,000 square foot office building located at 4500 Research Way to provide office space for county operations. Approximately 60% of the building is occupied by a tenant. Benton County intends to occupy the remaining vacant square footage as phase one of the project. Subsequent phases will occur as the tenant downsizes or vacates the building.

Additional phasing is dependent on the needs of the tenant. Per the lease, the tenant has two, three-year renewal options, at the tenant's discretion, with the first renewal declaration due on October 1, 2020 for an October 1, 2021, renewal date. Tenant lease renewal options could

maintain tenant occupancy thru October 1, 2027. Benton County intends to maintain the lease to the greatest extent possible.

County operations dictate an aggressive time line. It is the intent of Benton County to begin relocating phase one staff, January 2021 to 4500 Research Way.

Benton County has retained DLR Group, Portland, Oregon to provide space planning services. Space planning documents are available from DLR Group (503) 274-2675 or Benton County as available.

The project building was constructed in 1995 to house the operations of a North West tech company. It is of a steel framed, tip-up construction style, serviced by two 60-ton HVAC units, approximately a 1000 amp electrical service and City of Corvallis utilities. The building was inspected by Inspections Unlimited, Salem, Oregon listing only minor recommendations from the inspector.

C. County Representatives

Information may be obtained from Benton County Public Works representatives:

Paul Wallsinger, Project Manager

Phone: 541-766-3521 Cell: 616-843-5513

E-mail: paul.wallsinger@co.benton.or.us

George Looney, Contract Manager.

Phone: 541-766-6204

e-mail: george.looney@co.benton.or.us

SECTION III. – SELECTION & EVALUATION CRITERIA

A. Selection Process

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of interested CM firms to provide construction services to the Benton County for this Project. The responses to this solicitation will be evaluated by the Selection Review Committee.

Respondents must meet the requirements and demonstrate the necessary experience and qualifications to complete the project, with the essential staff, on time, and within budget, and provide the required ongoing services in an efficient and cost-effective manner to the County. Each response will be judged on its adherence to submission requirements and quality of its content. Benton County reserves the right to reject any or all responses and is not liable for any costs the respondent incurs while preparing the response. All responses will become public information, without obligation to the County.

B. Selection Review Committee

The Selection Review Committee will be comprised of members of County staff including County Administrator, Project Manager, County Counsel, Director of Public Works, Director of Finance and the assistant to the County Administrator. The role of the Selection Review Committee is to evaluate the responses submitted. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. The goal of the evaluation process is to select qualified firms to bid the construction management project and believed to best meet the County's expectations for providing the highest quality of services at a cost representing the best value to the tax payers.

C. Response Requirements and Evaluation Criteria

The Selection Review Committee will evaluate whether the respondent provided the following Response Questions:

Section 1. Introductory Letter & Proof of Licensure (Pass/Fail)

- This letter shall specifically stipulate that the Contractor accepts all terms and conditions contained in the RFP and supporting documents.
- The letter should provide general information relative to the firm: i.e. name, address, telephone, fax, contact email, owners of firm, and their Oregon Construction Contractors license number.
- The introductory letter should name the person(s) authorized to represent the Respondent in negotiations and the name of the person(s) authorized to sign any contract that may result.
- Contractor shall submit proof that they have a current, active license by the Construction Contractors Board for construction projects in the State of Oregon.

Section 2. Key Personnel Qualifications 20 Points

- Describe the positions you would identify as “key personnel”, management and supervisory personnel for this project and the amount of time they will be on site during the duration of the project.
- Identify your proposed key personnel and their specific experience with renovations of similar nature, using specific examples and include their role and responsibilities in the project.
- Describe their success in constructing projects with similar requirements and schedules.
- Identify which project(s) you feel to be the most similar to this project in terms of size and complexity and their specific role in each project.

Section 3. Experience with Similar Projects 20 Points

- Describe your firm’s experience in the past 5 years with similar projects in size and complexity.
- Describe your firm's success in constructing projects with similar requirements.
- Identify in the past 5 years which project(s) you feel to be the closest to this project in terms of size and complexity, and include information about the size, construction type, the client, building use, construction budget, number of change orders, number of claims, and project timeline/completion date.

Section 4. Scheduling 15 Points

- Propose a rough schedule no more than one page (fold out is optional), for this project.
- Assume a July 6, 2020, construction start date. Ideally construction will be completed no later than December 1, 2020; demobilization may occur after this date. Address how you will phase the work. Describe your firm’s planning, scheduling, phasing and project monitoring processes. The successful Contractor will be expected to provide the necessary temporary barriers and ensure HVAC systems have been capped or modified in order to ensure air quality and dust control is reduced in portions of the building that remain occupied.
- Propose modified construction schedule and completion date if assumed completion date is not feasible or if schedule can be expedited.

Section 5. Budget 10 Points

- Provide an estimate of project management costs for Phase 1.

Section 6. Management Techniques 20 Points

- If awarded a contract for the building renovation project, describe your firm's approach to the management and administration of on-site construction.
- Address your firm’s planning, scheduling, phasing, and project monitoring skills and processes as it pertains to this Project. This Project will include owner-furnished

materials and equipment contractor installed; speak to coordination of this requirement. See reference document Owner Furnished Materials.

- Describe each key person's experience with coordination of construction schedules.

Section 7. References 10 Points

Provide references on similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 2 references from 3 groups (Architect/Engineer, Owner, and Contractor/Subcontractor) totaling 6 references. Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. County may check with references and/or may check with other references associated with past work of your firm. Provide reference information on Exhibit E.

Section 8. Adequate Bonding (Pass/Fail)

Describe your firm's current bonding capacity; include a letter from your bonding surety to confirm your bond capacity.

Section 9. Claim History 5 Points

- Describe any claims or lawsuits you have filed against Owners, Architects or Engineers in the last 5 years.
- Provide and describe any claims or liens filed against the General Contractor in the last 5 years.

Section 10. Adequate Insurance (Pass/Fail)

Provide proof of insurance as evidence of the insurance currently in place for your firm. Include information on compliance with all insurance conditions as required by the County for this Project. See Exhibit D.

Section 11. Appropriate Resources 5 Points

- Describe the material and equipment resources your firm has available to complete the project.

Section 12. Subcontractor Management 5 Points

- Describe how you manage your subcontractors.
- Describe how you manage cost control with subcontractors
- Include explanations of quality control and schedule adherence.

Section 13. Self-Performed Work 5 Points

- Describe the firm's ability to self-perform construction work.

- List the construction trades (general labor, carpentry, electrical, landscaping, etc.) employed by the firm and the general work capacity of the trades listed.

Section 14. Proof of Residency for Bidding Pass/Fail

- In accordance with ORS 279A.120, preference will be given to GC who demonstrates proof of the Oregon residency. 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” under this paragraph.

EVALUATION CRITERIA SCORE

Section 1 - Introductory Letter & Proof of Licensure	(Pass/Fail)
Section 2 - Key Personnel Qualifications	20
Section 3 - Experience with Similar Projects	20
Section 4 - Scheduling	15
Section 5 - Budget	10
Section 6 - Management Techniques	10
Section 7 – References	5
Section 8 - Adequate Bonding	(Pass/Fail)
Section 9 - Claim History	5
Section 10 - Adequate Insurance	(Pass/Fail)
Section 11 – Appropriate Resources	5
Section 12 – Subcontractor Management	5
Section 13 – Self-Performed Work	5
Section 14 – Proof of Residency for Bidding	(Pass/Fail)

D. Response evaluation process

Benton County will utilize the adopted criteria to score and rank candidates from the information provided in the responses as well as information solicited in interviews with references and others.

Each criterion has been assigned a weight between 0 and 20 points. Each member of the Selection Review Committee will rate each firm in each criterion between 0 and the maximum valued score. The Selection Review Committee members will then total the scores from all of the criteria to obtain the total score. The result of this total score will be used to rank all Respondents.

After all of the response evaluations are completed, the Selection Review Committee will select the construction management firm by ranking the respondents based on all information received, presented, and found. After the competitive proposals have been established and the ranking places the top 3 candidates, reference checks and qualifications for stated projects will be conducted. If through the process of verifying references and eligibility, a candidate is eliminated from the top candidate lists, then the next qualified applicant may be included in the group. Responses to this RFP not meeting all evaluation criteria will not be considered for review.

E. Financial Responsibility

Benton County reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed Response shall constitute approval for the County to obtain any credit report information deemed necessary to conduct the evaluation. The County shall notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

SECTION IV. - PROCESS & TIMELINES

The following process and timelines are established for responses to the Request for Proposal (RFP) from Construction Management firms (CM) with established experience interested in providing CM services for the proposed project renovation. The CM selection process consists of the following steps summarized below:

A. Construction Management Contract Award.

The County will award a Personal Services contract to the best qualified bidder from the RFP process.

B. Anticipated Procurement Timeline

The County anticipates the following general timeline for receiving and evaluating responses and inviting qualified General Contractors to bid on the Project. The timeline listed below may be changed if it is in the County's best interest to do so.

Proposal Milestones

Provide Bid Documents to Contractors	Friday, March 6, 2020
Mandatory Pre-bid Meeting	Monday, March 23, 2020, 10:00 a.m.
Last day for Questions	Wednesday, March 25, 2020, 5:00 p.m.
Last Day for Addendum 1 Release (if applicable)	Thursday, March 26, 2020
Bid Due Date	Tuesday, March 31, 2020, 2:00 p.m.
Notice of Intent to Award	Thursday, April 9, 2020
County Contract Award	TBD
Notice of Award	TBD

A Mandatory Pre-Bid meeting will be held on Monday, March 23, at 10:00 a.m. at Benton County Public Works, 360 Avery Ave, Corvallis OR. 97333, in the Upper Conference room with site walk thru to follow.

C. Changes to the Solicitation by Addenda

The County reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective respondents known to the County to have received the solicitation document.

A prospective respondent may request a change in the RFP by submitting a written request to Benton County Public Works. The request must specify the provisions of the RFP in question, and contain an explanation for the requested change. All request for changes or additional information must be submitted to the County no later than the date set in the RFP schedule.

The County will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Project Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by County managers, employees, or agents to the prospective respondents shall not bind the County.

1. All addenda, clarification, and interpretations will be posted on the Benton County website at <https://www.co.benton.or.us/rfps>. Respondents known by the County to have received a complete set of the response documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFP Timeline, except an addendum, if necessary, postponing the date for receipt of responses, withdrawing the solicitation, modifying elements of the response resulting from a delayed process, or requesting additional information or clarifications.
3. Each respondent shall ascertain, prior to submitting a response that the respondent has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the response submittal.

D. Solicitation Protests

A protest of any provision in this RFP must be made in writing and directed to the Project Manager at the address listed in the RFP and shall be received no later than the date listed in the RFP Timeline. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential respondent believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

E. Cost of Preparation of Response

Costs incurred by any respondent in preparation of a response to this RFP shall be the responsibility of the respondent.

F. Cancellation and Late Responses

The County reserves the right to cancel this RFP solicitation at any time before issuance of a resulting Invitation to Bid if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of award.

All Solicitation Responses that are not received by the deadline stated in the RFP timeline will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within County's internal distribution systems, do not excuse the respondent's

responsibility for submitting the solicitation response to the correct location by the stated deadline.

G. Conditions of Submittal

By the act of submitting a response to this RFP, the respondent certifies that:

1. The respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the response, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
2. The respondent has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its response is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the respondent.
3. The respondent, if an individual, is of lawful age; is the only one interested in this response; and that no person, firm, or corporation, other than that named, has any interest in the response, or in the proposed contract.
4. The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds.
5. The respondent will comply fully with the specifications for the Project.
6. The respondent can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

H. Joint Responses

If respondent is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the response and any contracts on behalf of both itself and the respondent, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the response setting forth the business and service delivery agreements between the parties.

L. Respondent Request Interpretation of RFP Documents

1. Respondents shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the response documents.

2. Respondents requiring clarification or interpretation of the response documents shall make a written request for same to the Contract Manager at the submittal location listed above.
3. The County shall make interpretations, corrections, or changes of the response documents in writing by published Addenda. Interpretations, corrections, or changes of the Response Documents made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the County and a Respondent as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the County shall be final and binding upon all parties.
5. The County may to the maximum extent allowed by law, waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

M. Respondent Request for Additional Information

Requests for information regarding County services, programs, or personnel, or any other information shall be submitted in writing directly to the Contract Manager at the address in this document. All requests for additional information shall be submitted in writing. Answers shall be provided to all respondents of record on the date that answers are available.

N. County to Request Clarification and Additional Research

1. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a particular response. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is non-responsive and consequent rejection of the response.
2. The County may obtain information from any legal source for clarification of any response or for information on any respondent. The County need not inform the respondent of any intent to perform additional research in this respect or of any information thereby received.
3. The County may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the County, become part of the public records and may be disclosed accordingly.
4. The County reserves the right to investigate references including customers other than those listed in the respondent's submission. Investigation may include past performance

with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the County.

O. Rejection of Responses

The County reserves the right to reject any or all responses received as a result of this request. Responses may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the respondent to adhere to one or more of the provisions established in this RFP.
2. Failure of the Respondent to submit a response in the format specified herein.
3. Failure of the respondent to submit a response within the time requirements established herein.
4. Failure of the respondent to adhere to ethical and professional standards before, during, or following the response process.

The County may reject any response not in compliance with all prescribed public procurement 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.

P. Modification or Withdrawal of Response by Respondent

1. A response may not be modified, withdrawn, or canceled by the respondent for 60 (sixty) calendar days following the time and date designated for the receipt of responses.
2. Responses submitted early may be modified or withdrawn only by notice to the County Contracts Manager, at the response submittal location, prior to the time designated for receipt of responses. Such notice shall be in writing over the signature of the respondent. All such communications shall be so worded as not to reveal the amount of the original response or any other material contents of the original response.
3. Withdrawn responses may be resubmitted up to the time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

Q. Response Ownership

1. All responses submitted become and remain the property of the County and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

2. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the County shall make available to any person requesting information through the County's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any respondent to do so after the Notice of Intent to award has been released.

R. Affirmative Action

By submitting a Response, the Respondent agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

S. Disadvantages, Minority, Women, & Emerging Small Business (DMWESB)

Benton County encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Respondents may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

By submitting a response, the respondent specifically certifies, under penalty of perjury, that the respondent has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

T. Protests of Award Selection

A respondent may protest the selection of the Award Selection if the respondent claims to have been adversely affected or aggrieved by the selection of a competing respondent. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

The following procedure applies to Respondents who protest the Notice of the Award selection, OAR 137-049-0450(5). All protests must be in writing and physically received by **Thursday, April 16, 2020, at 5:00 p.m.** local time at the Benton County Public Works, Corvallis, Oregon, and no less than seven (7) calendar days from the date of the Notification of Award Selection. Protests shall be addressed to the Contract's Manager at the submittal address listed. Protests not filed within the time specified or which fail to cite

the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

SECTION V. - SUBMITTAL INSTRUCTIONS AND CHECKLIST

This Request for Proposal (RFP) must be submitted sealed and marked plainly **4500 Research Way Renovation**, and submitted to George Looney, Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **2:00 p.m. local time on Tuesday, March 31, 2020**. If the respondent submits an RFP via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the solicitation must be written on the outside delivery service packaging.

Respondents must submit eight (8) copies of their RFP which includes an original. In addition to the hard copy (printed paper) version, respondent shall provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

Failure to comply with these instructions may result in the rejection of the RFP.

- A. RFPs must be submitted on letter-sized (8.5" x 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- B. RFP should be printed double-sided, and prepared in a simple, economical manner, with all pages numbered within each section. The RFP should be prepared succinctly, providing a straight forward, concise description of the Respondent's ability to meet the requirements of the RFP.
- C. The RFP should be separated with section divider pages in the same criterion number order as provided below.
- D. Respondent must provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

All RFPs must include the following submittals to be considered; as described in **Section III.**

C. Response Requirements and Evaluation Criteria)

- | | |
|---|--|
| <input type="checkbox"/> Introductory Letter & Proof of Licensure | <input type="checkbox"/> Certification Statement for Corporations or Independent Contractors (Exhibit B) |
| <input type="checkbox"/> Key Personnel Qualifications | <input type="checkbox"/> Representations and Certifications Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C) |
| <input type="checkbox"/> Experience with Similar Projects | <input type="checkbox"/> Certification of Insurance Requirement (Exhibit D) |
| <input type="checkbox"/> Scheduling | <input type="checkbox"/> References (Exhibit E) |
| <input type="checkbox"/> Proposed Site Coordination | <input type="checkbox"/> Retainage (Exhibit F) |
| <input type="checkbox"/> Management Techniques | <input type="checkbox"/> Copy of Contractor's License |
| <input type="checkbox"/> References | <input type="checkbox"/> Signed Addenda (if applicable) |
| <input type="checkbox"/> Adequate Bonding | |
| <input type="checkbox"/> Claim History | |
| <input type="checkbox"/> Adequate Insurance | |
| <input type="checkbox"/> Appropriate Resources | |
| <input type="checkbox"/> Subcontractor Management | |
| <input type="checkbox"/> Self-Performed Work | |
| <input type="checkbox"/> Non-Collusion and Conflict of Interest Certification (Exhibit A) | |

SECTION VI. - DEFINITIONS

DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

OWNER means Benton County, Oregon.

COUNTY'S REPRESENTATIVE PROJECT MANAGER & CONTRACT MANAGER means the person or persons designated by the COUNTY to administer this contract and monitor compliance hereunder.

COMPETITIVE RANGE means the selected firms or persons after the County evaluates and scores Requests for Qualifications based on a list of criteria.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this contract and setting forth the obligations of the parties, including the Request for Qualifications, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Respondent Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, FIRM, OR RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measureable to determine that all conditions and acceptable performance are met.

CM means construction manager.

RESPONSIVE RESPONSE means an offer or response that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

REQUEST FOR PROPOSAL (RFP) means the process to evaluate a person or firm's qualifications prior to inviting the person or firm to submit a Bid or Solicitation Response for a Project or Purchase.

STATEMENT OF TIME means a period of time, unless stated as a number of County business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Proposal, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Respondent is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

Certifications

Non-Collusion The undersigned Respondent hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the County. The fees, prices, and response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Respondent has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the County Board of Commissioners, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the County, and all other Respondent’s submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Respondent must disclose any current or past relationship as an employee of Benton County. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (check box that applies): Yes No

Signature Block

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Respondent’s Name	Telephone Number
Mailing Address, City, State, Zip	Tax Id Number/Social Security Number
Facsimile Number	Email Address
Signature	Date

**EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR
INDEPENDENT CONTRACTOR**

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

- Corporation Limited Liability Company Partnership Nonprofit Corporation authorized to do business in the State of Oregon

Signature: _____

Title: _____ Date _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the County to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor’s services are primarily carried out at a location that is separate from the Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: _____ **Date:** _____

EXHIBIT C - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Respondent to complete and sign this form may result in the rejection of the submitted offer. The Respondent will notify County within 30 days of any change in the information provided on this form.

The Respondent 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 Responses by and 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, of 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
 1. 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.

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(Notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by County Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by County Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per accident.

If this box is checked, the limits shall be \$5,000,000 per accident.

Required by County Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: “Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions”. A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County Public Works, 360 SW Avery Avenue, Corvallis OR 97333. Certificates of Insurance can be emailed to Public Works, Randi.K.Hamlet@co.benton.or.us

Contractor’s Acceptance: _____

Completed at County by: Vance M. Croney

EXHIBIT F – RETAINAGE

[date]

[contractor's name]

[contractor's address]

Re: [project name/number]
Form of retainage

As of January 1, 2020, Oregon Law provides three options for managing retainage for construction projects over \$500,000 in value. As contractor for the above-named project, which is over \$500,000 in value, your firm may choose to either:

- _____ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4),
- _____ (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5), or
- _____ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, *with the amount reduced by the fees charged by the escrow agent.*

If you do not choose option (a) or (b), then the default method required by the law under HB 2415 (2019) will be that the retainage goes into an escrow account as described in (c). You should be aware, however, that under option (c) it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

Please indicate the method your firm prefers for the retainage on this project by marking in the space provided next to the preferred option, and return this form to the County.

Thank You,