

RFP# 2023-05

REQUEST FOR PROPOSALS

SANDY OPERATIONS CENTER EXPANSION PROJECT

ARCHITECTURAL & ENGINEERING SERVICES

Located at:

16610 Champion Way

Sandy, OR 97055



SANDY AREA METRO (SAM)

PHONE: 503-489-0927

May 10, 2023

**Architectural and Engineering Services for the Construction of 1
Administration Building and 1 Maintenance Bay**

I. LEGAL NOTICE

Notice is hereby given that the City of Sandy Transit Department, Sandy Area Metro (SAM) is requesting proposals from a qualified firm that can demonstrate competency and experience in providing architectural design, construction engineering and related design services for the design of a new administrative building and a maintenance bay in Sandy, Oregon.

The objective of requesting proposals is for the City to contract with a firm that can offer engineering and design services at the highest quality and best value to the City.

Funding for this project will come from the USDOT Federal Transit Administration (FTA) grant, administered by the Oregon Department of Transportation. Proposals are being solicited from consultants who have experience related to A&E Services. Design of the 2 buildings is to be completed by June 2024.

Submittals will be accepted by SAM until 2:00 PM PMT, June 2, 2023 via email. The complete Request for Proposals is available at SAM's website (www.ci.sandy.or.us/transit) as well as the City of Sandy's website (<https://www.ci.sandy.or.us/rfps>) after May 10, 2023. The RFQ can also be obtained via email request at npayne@ci.sandy.or.us.

Notice to all proposers is hereby provided, that in accordance with State of Oregon and Federal laws, SAM will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this notice. Compliance with Federal and State laws on Equal Employment Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, City of Sandy prohibits discrimination on the basis of race, color, or national origin.

DATED THIS 9TH DAY OF MAY 2023.


Andi Howell
Transit Director

Published Journal of Business Commerce: May 10, 2023

Published Oregonian: May 12, 2023

II. BACKGROUND INFORMATION

The City of Sandy is a municipal governmental entity providing a full range of services, including public transit; police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities; senior services; parks and recreation; library and internet services. The City of Sandy has a population of 12,743 and is the commercial center of an eastern Clackamas County market area of around 42,000 people

Sandy operates under a council-manager form of government. Sandy is led by an elected, non-partisan seven-member council. The council consists of the mayor and six council members. The mayor is elected at-large every two years; councilors are elected for overlapping four-year terms. The city manager serves at the pleasure of the council. The city council acts as the local contract review board for the City.

Sandy's transit service, including administrative space and bus storage, is currently located at 16610 Champion Way at the Sandy Operations Facility. Transit, Public Works and Parks and Facilities operate out of the Sandy Operations Center. The Sandy Operations Center was designed in a phased approach. A second administration building and a maintenance bay are included in the original plan. This project will provide design for two new buildings to meet the current and future needs of the Sandy transit system as well as the other occupying departments.

III. DESCRIPTIVE INFORMATION

This solicitation is for the project to develop the expansion buildings of the Sandy Operations Center site, approximately 15 acres of partially developed property, located on Champion Way. The Operations Center was developed in 2009 as part of a phased development plan. The development plan is referred to as the Operations Master Plan. The current site includes an administration building, 3 bus barns, one wash bay and 2 Public Works bays. The phased plan includes future development of 2 additional Public Works bays, a maintenance bay, an additional administrative building, and additional parking space. Outside of the phased development plan remains 3.76 acres of undeveloped land.

The City of Sandy Transit Master Plan (TMP) identifies the need for capital improvements that include additional administrative space in the Operations Center facility and the construction of a maintenance bay for resiliency. The administrative space will have office space, training/conference space, break rooms and restrooms for city of Sandy staff to meet current and future needs of several city departments. This will require several meetings with City staff to determine design options.

The maintenance bay will have the capacity to work on electric, gas and diesel vehicles ranging from 35' foot to small transit vans. The TMP can be found following this link: [Sandy Transit Mast Plan](#). The concept plan was developed in the original Operations Center Master Plan and this process intends to be informed by that Master Plan.

The City has funding for the planning phase. This project is for design only. Construction may be conducted in future phases depending on funding awards. Upon a successful grant award and funding availability, construction is anticipated to begin in late 2024 to spring 2025. The Architect may be retained for post design technical assistance during the construction phase.

IV. SERVICES TO BE PERFORMED

The A&E firm will be selected for the Design, Development, and general Architectural and Engineering Services of the 2 expansion buildings. The A&E firm will provide all Architectural and Engineering Services deemed

necessary to design the two buildings for a shovel ready construction project.

The A&E firm will complete the Schematic Design Phase of this project, as well as the Design Development, and all Construction Documents. The design shall be done in accordance with all local and state codes, Federal Transit Administration Master Agreement Version 28 (see <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>).

Expected Scope of Work

- Collect and review all data necessary for the design of the project. Obtain all required information needed for design engineering, such as surveying, utility locations, identification of obstructions, and determining site topography.
- Review all existing planning documents and conceptual design work.
- Coordinate and conduct meetings with City staff as needed and required.
- Prepare an overall design, bid, and construction master project schedule.
- Conduct site inspections as necessary.
- Consultant's design shall be in accordance with the City's Standard Construction.
- Specifications, Engineering Standards, building department requirements, other agency requirements, and City comments made during the review.
- All engineering and architectural services required to bring the project to and through construction shall be the responsibility of the Consultant. This includes, but is not limited to, geotechnical engineering, environmental engineering, electrical engineering, architectural services, mechanical engineering, surveying services, etc.
- Survey all potential permits required and assist city staff to prepare to acquire all necessary planning and permitting approvals.
- Design site layout for maintenance bay including but not limited to pavement, utilities, water, and landscaping.
- Design new administrative building including adequate staff offices, training/conference space, break rooms, bathrooms, and related appurtenances.
- Design facilities in a way that supports future Electric Vehicle (EV) charging maintenance and stations.
- Provide technical assistance as necessary during construction.
- Prepare contract documents, final plans, and special provisions, for the project.
- Construction drawings shall be prepared using the AutoCAD computer format. The City's construction drawings are half size 11" × 17". Full size 22" × 34" drawings are made available on request to the successful contractor. Drawings should be sized for receipt in a pdf format.
- Prepare a detailed project construction cost estimate.

Expected Deliverables

- Existing planning document review and identification of key design elements to be included in final development plan.

- Engineered and buildable design plans.
- Buildable Plans:
 - Coordinated with City staff for review and comment during design phase, and at the 30-percent, 60-percent, and 90-percent completion milestones.
 - Prepared contract documents, final plans, and special provisions, for the project. Construction drawings shall be prepared using AutoCAD format.
- Cost estimates for complete project construction with justification.
- List of relevant permitting needed and application for relevant permits.
- One to four conceptual design reviews with public and agency input.

Desired Qualifications

- A consultant team and Project Manager that can work closely with the City to plan, develop, and design the project.
- A consultant team and Project Manager with a demonstrated track record of planning, developing, and designing construction management services for projects similar in scale and scope to the work contemplated.
- A firm and Project Manager with the ability to manage land use and design development including architectural and engineering design resulting in a shovel ready project at conclusion.
- A firm and Project Manager with the ability to keep the project on schedule with a completion date of June 30, 2024.

V. CRITERIA AND METHOD FOR SELECTION

Procuring and Contracting Administration

This RFP is issued by Sandy Area Metro (SAM), which is the sole point of contact during the selection process. The person responsible for managing the procurement process is Andi Howell, Transit Director, and can be reached at phone number (503) 489-0925 or e-mail: ahowell@ci.sandy.or.us. Contact with anyone else involved with this process without the prior authorization of SAM may result in the disqualification of your proposal.

The contract resulting from this RFP will be administered by SAM. The contract administrator will be Andi Howell, Transit Director. All correspondence should be titled “SAM RFP #2023-05, Sandy Operations Center Expansion Project”, be emailed and directed to: Andi Howell, Project Administrator at ahowell@ci.sandy.or.us. Requests of this nature must be received no later than 2:00 PM PMT on the Solicitation Questions Due Date listed in the Procurement Schedule.

Notification of Federal Participation

This A & E project is financed with Federal Grants for Buses and Bus Facilities Infrastructure Investment Program (5339). Using the above funding, the Oregon Department of Transportation (ODOT) will fund this project. It is anticipated that the construction of the buildings will also be funded with federal funding. Because federal funds will be used for this A & E project as well as the proposed construction project, the consultant must conform to federal and state regulations.

General Terms

Copies of the Request for Proposals are available electronically only. Copies may be obtained from the Transit Department electronically by email. Please contact Nancy Payne NPayn@ci.sandy.or.us

The City of Sandy requires all Contractors to comply with equal opportunity policies. The City's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability, or political affiliation.

SAM will make the selection of the A&E Firm. The contract for A&E Services will be executed by the Transit Director of SAM upon Sandy City Council approval. All processes and contracts will be subject to review by ODOT and the Federal Transit Administration. Firms interested in this project shall submit their proposals electronically to ahowell@ci.sandy.or.us, by Friday, June 2, 2023, no later than 2:00 pm (Pacific Time). The email subject line must include the project name "SAM RFP #2023-05" or "SAM RFP #3023-05, Sandy Operations Center Expansion Project".

Procurement Schedule

RFP Posted	Wednesday, May 10, 2023
Applicant Questions Due Date	Monday, May 22, 2023
Answers Posted via Addendum	Thursday, May 25, 2023
Proposals Due	Friday, June 2, 2023

Inquiries, Questions, and Clarifications

All correspondence should be titled "SAM RFP #2023-05 Sandy Operations Center Expansion Project", be in written format and directed to: Andi Howell, Transit Director at ahowell@ci.sandy.or.us. Requests of this nature must be received no later than 5:00 PM PST on the Applicant Questions Due Date listed in the Procurement Schedule.

Interpretation of an Addendum to RFP Documents

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RFP must be requested in writing and with sufficient time allowed, as defined in the Procurement Schedule, for a reply to reach all proposers before the submission of proposals. SAM reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on the City website: www.ci.sandy.or.us/rfps.

All addenda will be furnished as promptly as is practicable and at least seven (7) calendar days prior to the proposal due date. All addenda will become part of the RFP and any subsequently awarded contract. Proposers must acknowledge receipt of any addenda issued via Attachment III, "Acknowledgement of Addenda" as part of proposal submission. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in SAM's opinion, shall enable proposers adequate time to revise their proposals. SAM reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. SAM reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submission.

VI. PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposals should include the following information

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

If proposer 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 proposal and any contracts on behalf of both itself and the proposer, 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 proposal setting forth the business and service delivery agreements between the parties.

The proposer must acknowledge and agree that the proposer is entering into this contract because of the special qualifications of the proposer's project team based on the expertise, experience, judgment, and personal attention of key personnel. The proposer should not reassign or transfer the key personnel to other duties or positions without notifying the City.

In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City. Proposer will provide City with key personnel who have experience with the proposer's company and services. The City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the consultant.

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the City may disqualify the proposer.

Each proposer must provide the following in addition to meeting the mandatory submittal requirements.

1. A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal; and
2. Specific qualifications of the proposer and specific prior work experience within a governmental environment.

Proposers must describe their qualifications and commitment to providing the scope of services defined in Section IV and include the following submittal requirements.

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Contract Template, Attachment A. The letter should include that the proposer submitting the proposal agrees to perform all work outlined in the City's RFP and within the time periods established by the City.

The Introductory Letter must name the person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign

any contract that may result. The letter must be signed by an authorized representative of the proposer and include email address, and telephone and fax numbers.

If proposer is exempt from providing workers' compensation insurance, proposer should note that exemption in the Introductory Letter.

2. Experience and Qualifications and Project Team

Provide the history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.

Provide detailed experience of the lead consultant and other consultants, including subconsultants, and describe their capability and availability to perform the work described in the RFP. Provide resumes for each consultant. Consultant shall contact and consider qualified MWESB consultants for subconsultant work.

Provide at least three (3) examples of proposer's recent experience in the development and implementation of related/relevant private or public projects completed within the past 10 years. Examples should be for projects of similar size and scope to that proposed for this work effort. Where applicable, identify if key staff members of the Project Team participated in the project and note their assigned roll. When citing specific examples, always clarify the following: a. The name, location, client entity, size, scope of project, and year of completion of the project. b. Project references, including the client names, position or role, and current contact information for client representatives or other persons who are familiar with the firm's work and performance on the project. c. Project cost data, quality of work, ability to meet schedules, cost control, and contract administration.

Demonstrate the Project Team's ability to complete successfully similar projects and performance history meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, cost controls, and contract administration. Include recent, current, and projected workloads of the Project Team and resources to be assigned to the project.

Provide the status of and required licensing and/or certifications required for each discipline.

3. Disclosure Statement

Provide a statement disclosing whether the consultant or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing design services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

4. Project Approach and Understanding

The proposer must present a clear and concise understanding of the overall project and its objectives based on the available information. Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions, and design philosophy. Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating or participating in meetings and building consensus. Proposer must describe how they will control costs to meet budget and project requirements.

5. Work Plan and Deliverable Schedule

Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 4 Services To Be Performed; Scope of Work.

The proposer will have primary responsibility for developing concepts and strategies and preparation of all meeting materials, plans and related documents. The proposer should identify strategies for soliciting and articulating project ideas and plan updates suggested by City staff.

Work Plan must include:

1. Assigned personnel, including any subconsultants, hours anticipated and by task.
2. Proposed Project Manager, hours anticipated and by task.
3. Proposer's Work Plan must clearly reflect work assignments and products to be completed by the proposer or City staff.

Deliverable Schedule must include:

1. A Gantt chart to reflect the project timeline by date, project team member, proposed hours and task.

6. References

Provide three (3) references from customers for whom the proposer is currently or has previously provided services defined in this RFP, within the last ten (10) years. Include the contact names, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit E. Additional references may be contacted by the City at its discretion.

ADDITIONAL ATTACHMENTS REQUIRED

1. Proposal Certification (Exhibit A)
2. Certification Statement for Corporation or Independent Contractor (Exhibit B)
3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
4. Certification of Insurance Requirements (Exhibit D)
5. References (Exhibit E)

IN SUMMARY

The proposal must include an introductory letter, disclosure statement, project approach, understanding and work plan, experience and qualifications, project team, references (exhibit E), acknowledgment of addenda (attachment III), third-party contract clauses signature page (attachment IV), exhibit A, B, C, D, E.

VII. EVALUATION CRITERIA

Selection Review Committee

A Selection Review Committee consisting of representatives of SAM and City of Sandy staff will be established to examine and rate said proposals. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award.

The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and proposer interviews, if applicable, and lend any such expertise to the process as requested. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any proposers regarding their proposals or the process.

Evaluation Criteria

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Total possible points will be 100.

Introductory Letter

- Did Proposer include an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City?
- Were any exceptions to the City sample contract included?
- Did the Proposer indicate the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Agreement?

Project Approach, Understanding, and Work Plan

This evaluation component will allow the City to assess the consultant's understanding of the services that are requested and needed for a successful project.

- Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- Did the Proposer describe their approach to the project?
- Did Proposer describe the significant issues and concerns that need to be addressed?
- Were there general or specific tasks the Proposer believes are important for prudent management and sequencing of the tasks, and detailed Schedule?
- Did Proposer include an explanation of how a collaborative relationship with the City will be established and the proposed best method for communication?
- Did Proposer describe how they manage and control costs to meet budget?

Experience and Qualifications

- Did the Proposer provide adequate detail to determine the firm and the employee's qualifications, experience, capability, and availability to provide the required services?
- Did the Proposer describe the proposed key personnel/employees' qualifications and experience relating to the described scope of work and the proposed Project Team?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and employees meet the needs of the City?
- Did the Proposer provide performance history to demonstrate previous project success?
- Did Proposer list other relevant professional capabilities demonstrated on other projects, which may include mapping, graphic displays, and other methods for communicating project concepts?

Project Team

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand.

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?
- Are there similar projects in complexity and duration, and the jurisdiction in which the work occurred characterizes the proposed Project Team's work quality and "successful" project results?
- Did Proposer provide current and projected workloads of the Project Team and available resources with locations of those resources?
- Did the Proposer indicate staffing availability to perform the work for the duration of the project?
- Did Proposer indicate status of Project Team members' license or certifications?
- Proposer should identify any other firms (subconsultants) included on the Project Team along with the consultant and describe the scope of the Consultant's and each subconsultant or firm's services and responsibilities during the project. It is the City's expectation that the consultant's key personnel and project team.
- identified in the Proposal Response shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution.

References

- Did the Proposer provide three references and do the references provided by Proposer clearly demonstrate the type of services provided to customers and the length of service?
- Do the references represent customers requesting the same types of services required by the City?

- Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned to provide the required services?
- In accordance with the Brooks Act, the price for professional services will be excluded as an evaluation factor. SAM reserves the right to negotiate the cost of professional services with the firm who provides the most qualified proposal. In the event that no agreement can be reached, SAM will enter negotiations with the next most qualified firm and continue in this manner until a contract award can be made to the most qualified proposer. SAM shall retain all rights to use materials and documents produced by contractor with no additional approval by contractor.

EVALUATION CRITERIA SCORING GRID

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful proposer. Total possible points will be 100. Points will be weighted as follows:

Introductory Letter	P/F
Disclosure Statement	P/F
Project Approach, Understanding, and Work Plan	40%
Experience and Qualifications	30%
Project Team	20%
References	10%
TOTAL POINTS AVAILABLE IS 100	100%

Optional Interviews

The City may choose to hold interviews with a “short list” of the most qualified proposers, identified as the competitive range, after the proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work and require proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Sandy.

Consultants invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. There will be a possible 50 points attributed to interviews that will be weighted at 20%. A set of questions may be provided to the selected proposers prior to the interview date at the City’s discretion.

Ranking of Proposals

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews, with the first-ranked proposer being that proposer who is deemed to be the most appropriate and fully able to perform the services, and the second-ranked proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee. Proposers scores will be totaled and ranked. Any proposer’s response to this RFP shall be considered de facto permission to the City of Sandy to disclose the results when completed to selected viewers at the sole discretion of the City of Sandy.

Negotiations

The City may commence negotiations with the highest ranked, eligible proposer. The City may

negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

After the evaluation process is complete, the City will notify proposers of its intent to award to the most qualified proposer. The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule with the most qualified proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second most qualified proposer. The negotiation process may continue in this manner through successive consultants until an agreement is reached or the City terminates the consultant contracting process. (ORS 279C.110) (OAR 137-048-0220 (4)(d)).

CONTRACT REQUIREMENTS

Contract Award

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, attachments, exhibits, proposer's response, clarifications, addenda, and statement of work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample Contract, Attachment II.

The proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked proposer if the contract negotiation attempts are unsuccessful with the apparent successful proposer.

In addition, the proposer should indicate there is no conflict of interest or collusion on the part of the proposer's submission of a proposal for the services being solicited under this RFP, see Exhibit A, Proposal Certifications. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Insurance Requirements

The successful proposer must be covered by workers' compensation insurance, which will extend to and include work in Oregon. If proposer is exempt from workers' compensation, proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile Liability, and Professional Liability Insurance.

An overview of the Insurance Requirements is provided as Exhibit D and must be submitted by the proposer to acknowledge and accept the insurance requirements noted therein. The proposer shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the insurance requirements within ten (10) days of the Notice of Contract Award. If proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked proposer.

Disadvantaged Business Enterprise (DBE) Participation

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. Proposer must agree not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110. COBID certified firms can be found at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>

Duration of Proposal

Proposal prices, terms and conditions will be firm for a period of at least 120 days from the deadline for receipt of submittal. The successful proposal will not be subject to future price escalation or changes of terms if accepted during the 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

Affirmative Action

By submitting a proposal, the proposer must agree 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); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

Pay Equity Compliance

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

Proposer may not prohibit any of their employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If the contract is valued at \$500,000 or more and the proposer has 50 or more employees, then the proposer is required to complete Pay Equity Training through the State of Oregon's DAS, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

Subcontractors/Subconsultants

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier will be notified by the successful proposer of the proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. A list of potential state certified DBE contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://cityofalbany.net/bids>.

FTA Contract Provisions

Proposals shall be in conformance with all current FTA contract provisions.

IX. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be construed as entering into, forming a part of, or altering this contract in any way whatsoever.

X. PROHIBITED INTEREST

No Members, Officers, or Employees of SAM during his/her tenure, or up to one year thereafter, shall have any interest, direct or indirect, in this contract, or the proceeds thereof. No Member, or Delegate, to the Missouri State Legislature, or to the Congress of The United States, shall be admitted or entitled to any share of any part of this purchase, or any benefit arising there from. No relative of any member of SAM, its Board of Directors, or its Employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

XI. FORCE MAJEURE

All delays in, or failure of, performance by either party under this contract shall not constitute default hereunder, or give rise to any claim for damages, if such delays or failures are caused by circumstances beyond the control of the party concerned, including by way of specification, without limitation, decrees of government, acts of God, fire, floods, explosions, acts of military, sabotage, or crime.

XII. PROPOSAL SUBMISSION PROVISIONS

Compliance with RFP Terms and Attachments

SAM intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

Single Proposal Response

If only one proposal is received in response to the RFP, a sample of two (2) projects awarded to the proposer within the past two (2) years along with references will be requested of the proposer. SAM will contact references to confirm adequacy of project performance prior to awarding the contract to the single respondent.

Notification of Intent to Award

Responsive proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the proposer, or their designee, if an email has not been provided.

SAM Protest Procedures

An RFP award protest must be submitted in writing and must be received by SAM within ten (10) calendar days after the date of award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next state business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information:

1. Name, address, and phone number of the protester;
2. Signature of the protester or the protesters representative;
3. RFP title; "SAM RFP #2023-05 Sandy Operations Center Expansion Project"
4. Detailed statement describing the grounds for the protest; and
5. Supporting exhibits, evidence, or documents to substantiate claim.

Protests are to be in written form and filed by email, return receipt requested to:

Andi Howell
SAM
ahowell@ci.sandy.or.us

A written determination will be provided to the protestor by SAM.

XIII. ATTACHMENTS

Attachment I – Vicinity Map

Attachment II – Contract Template

Attachment III – Acknowledgement of Addenda

Attachment IV – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

Certifications

Non-Collusion The undersigned Proposer 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 Proposer, potential Proposer, 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 Proposers or potential Proposers, or to secure through any unlawful act an advantage over other

Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Proposer 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 Proposer and each person signing on behalf of the Proposer 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 City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, 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 Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer 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, Proposer must disclose any current or past relationship as a City of Albany employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged Business Enterprises (DBE) (*check applicable box*): Yes No

Type of DBE _____

Reciprocal Preference Law - Residency (*check one box*): Resident Proposer Non-Resident Proposer

Addenda Acknowledgement – No. ____ Dated _____ No. ____ Dated _____ No. ____ Dated _____

Signature Block

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

Contractor Name/Title Telephone Number

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Contractor 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 City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the 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 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: _____

Name/Title: _____

Date: _____

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Contractor Signature: _____

Date: _____

Name/Title _____

Company Name: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor’s expense the insurance noted below.

Evidence of Insurance should be attached to this form.

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. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, 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. Check this box if Contractor is exempt and provide qualified reason: _____

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 coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
- Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City 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 \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a “per project basis”.** A combination of primary and **Excess/Umbrella insurance** may be used to meet the required limits of insurance.

- 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 City Not Required by City (Needs Finance Insurance Review and Approval.)

Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

- If this box is checked, the limits shall be \$1,000,000 per occurrence.
- If this box is checked, the limits shall be \$5,000,000 per occurrence.
- Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Pollution Liability covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

- Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Cyber Liability - Technology Errors & Omissions, Network Information Security & Privacy Liability for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

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 City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

Additional Insured - The City must be listed as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

Description of Operations shall state: "Project Name: The City of Sandy, its officers, employees and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self insurance, (include the number). This form is subject to policy terms, conditions and exclusions."

A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

Certificate holder shall be listed as: City of Sandy, 16610 Champion Way, Sandy, OR 97055.

Insurance Renewals – The Certificate of Insurance renewal should be emailed to City of Sandy, Transit Dept., Andi Howell, at ahowell@ci.sandy.or.us.

Signature Block:

Contractor's Acceptance: _____

Date: _____

Company Name: _____

EXHIBIT E – REFERENCES

Proposer Name:

Provide complete references with telephone numbers and email below. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address:

Contract Term:

Project Description:

REFERENCE 2

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address:

Contract Term:

Project Description:

REFERENCE 3

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address:

Contract Term:

Project Description:

REFERENCE 4

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address:

Contract Term:

Project Description:

