



REQUEST FOR PROPOSALS #2020-01

FOR

OWNERS REPRESENTATIVE SERVICES – WEBSTER ROAD PROJECT

HOUSING BOARD OF COUNTY COMMISSIONERS

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Gary Schmidt
County Administrator

George Marlton
Chief Procurement Officer

Ryan Rice
Procurement and Contract Analyst Senior

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **January 29, 2020**

TIME: **2:00 PM, Pacific Time**

PLACE: **Procurement and Contract Services**
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued.....	January 6, 2020
Protest of Specifications Deadline.....	January 13, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 21, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	January 29, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award
Anticipated Contract Start Date.....	February 2020

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Housing Authority of Clackamas County, through its Board of Commissioners, will receive sealed Proposals per specifications until **2:00 PM, January 29, 2020** (“Closing”), to provide Owners Representative Services for the Webster Road Project. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work upon execution of the contract.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-01-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement and Contract Services – Attn: Ryan Rice at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us, 503-742-5446.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The Housing Authority of Clackamas County (“HACC”) is seeking Proposals from vendors to provide owners representative services for the Webster Road Project at the site address of 18000 Webster Road, Gladstone, OR 97207.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

In November of 2018, the electors in the Metro region approved Ballot Measure 26-199 (the "Bond Measure"), authorizing Metro to issue \$652.8 million in general obligation bonds to fund affordable housing (the "Bonds"). On January 31, 2019, the Metro Council adopted Resolution No. 19-4956, approving the Metro Affordable Housing Bond Measure Program Work Plan (the "Work Plan"), which, among other things, allows Metro to distribute a portion of the proceeds of the Bonds (the "Bond Proceeds") to eligible local government affordable housing implementation partners. The Local Implementation Partner is a participating local government partner potentially eligible to receive Bond Proceeds under the Work Plan. In Clackamas County, the Local Implementation Partner is the HACC.

HACC identified an opportunity to acquire certain real property and improvements in the City of Gladstone, which HACC intends to rehabilitate to create 44-50 single-room occupancy (“SRO”) or studio units providing long-term supportive housing. In an effort to advance this opportunity without delay, HACC has utilized Bond Proceeds to acquire the Gladstone property.

HACC has acquired this land for development capacity and the opportunity it presents for the construction of affordable housing. The property is located at 18000 Webster Road and is 2.21 acres in size. The most recent use of the site was a residential behavioral health services facility.

The property is a former Juvenile Rehabilitation Facility previously owned and operated by Northwest Behavioral Healthcare Services. The facility is approximately 24,000 square feet, and included a wing of female occupancy suites and restrooms, male occupancy suites and restrooms, a central wing that housed doctors and nurses' offices, treatment rooms, meeting rooms, private offices, a fully equipped commercial kitchen, dining room, and conference rooms. In addition the facility includes a newer roof, maintenance shop, natural gas back up power supply, and outdoor recreation area.

The benefit of the acquisition to HACC is primarily due to the site zoning, which allows for a higher density Multi-Family. Redevelopment of the site (2.21 acre parcel) and existing building (estimated to be between 27,000-31,000 square feet) to create 44-50 single-room occupancy (SRO) or studio units providing long-term supportive housing for individuals making less than 30% of area median income (AMI), with a focus on serving individuals exiting homelessness.

HACC will maintain ownership of the property, and will contract with a third-party service provider to operate the facility under a permanent supportive housing model.

HACC anticipates use of the following resources to achieve its development plan:

- Project Based Section 8 vouchers;
- 4% Low Income Housing Tax Credits
- Tax Exempt private activity bonds
- Metro Housing Bond funding
- Permanent bank financing
- Permanent Supportive Housing Funding (OHCS)

HACC plans to close on its construction financing in the 2nd quarter of 2020. The Project development will be consistent with and incorporate the processes and policies set forth in the HACC’s Bond Measure Local Implementation Strategy.

Zoning of the site is Low Density Residential (R7.2) with permitted uses including: (1) Multi-family dwelling, three to eight unit complexes on a collector or minor arterial; (2) Church and associated buildings and structures; (3) Fire station or similar public use necessary to provide service or preserve public safety in the area; (4) Community center, day care center; (5) Nursing homes and homes for the aged; (6) School and associated buildings, structures and facilities; (7) Utility facility provided that no outside storage is involved; (8) Group homes; (9) Planned unit development (“PUD”).

The Project is one that has been developed and refined by the Architect/Design Team; Structural, Mechanical and Electrical engineers; as well as the Housing Developers at HACC. The scope of work is one that anticipates replacing and upgrading aging building systems within the existing structure, including a potential seismic upgrade, replacing the original plumbing piping and fixtures, upgrading and repairing the existing HVAC system, bringing the electrical system up to current code, abating materials with asbestos and replacing interior finishes.

Additional Information:

Because of the intricate nature of the proposed scope of work, a CM/GC is the preferred project delivery methodology for the Project. HACC is seeking to implement a collaborative team approach in developing and managing all phases of the Project.

Carlton Hart Architecture is the architect of record for this project. The construction contract value is anticipated to be \$8M with a fourteen (14) month construction period.

3.3. SCOPE OF WORK

3.3.1. Scope:

The Owner’s Representative services include, but not limited to:

- Assist HACC Housing Development Staff with RFP selection process for CMGC relationship at site.
- Review CMGC contract to ensure wage rates and contractual language benefits HACC; hire wage consultant to audit General Contractor (GC) rates. Coordinate final review by HACC and assist in resolving any issues.
- Assist HACC and the development team with all government and funder required review processes.
- Work with HACC, the development team, project funders, and other stakeholders during project design, contractor bidding, and negotiations to obtain a scope of work desired by HACC within the established budget and designated schedule.
- Assist HACC in coordination of the Architect, GC, and other development team members throughout the preconstruction and construction phases.
- Assist HACC in reviewing contract documents, in particular construction documents, and securing a schedule of values and construction schedule from the GC.

- Assist HACC with identifying construction cost savings leading to construction closing; help coordinate with Architect and GC the prioritization of an add-back list and value engineering list during construction estimating and final GMP contract exhibits.
- Assist HACC Housing Development staff in preparing applications for LIHTC NOFA and Metro Bond submittals.
- Assist HACC in the submittal and review of RFP's for financing partners including but not limited to equity investment, construction, and permanent debt providers.
- Assist HACC with financial modeling and in the closing of each financing benchmark during the life of the project, e.g. construction closing, permanent conversion, and the receipt of 8609's.
- Assist HACC with conduction and documentation of Pre-Development Team meetings including lender and investor all-hands calls.
- Advise HACC in relation to the GC's applications for payment, change orders, substitutions, and other items requiring owner approval.
- With HACC and Architect, conduct a pre-construction conference with the GC, major sub-contractors, and lender representatives within one week of notice to proceed.
- Monitor the project budget during construction.
- Monitor construction progress at the site and help to assure that HACC's interests and requirements are met by the GC, Architect, and other parties that are under contract with HACC in relation to the project.
- Assist HACC in working with public and private utilities including electricity, phone, cable, water, sewer, storm sewer, and natural gas, if applicable.
- Assist HACC in closing out construction of the project, including punch list inspections, cost certifications, tracking of lien releases, and collection of contract-required documentation for the release of the retainage to the GC.
- Coordinate and attend one year warranty inspection and verify completion of warranty work by the GC.

3.3.2. Work Schedule:

Work will commence upon execution of the contract. The project goal is to publish the CM/GC RFP as soon as practicable.

Design Phase	
Detailed Design	August 2019 - May 2020
Finalize Construction Documents	July 2020 – September 2020
Bidding Phase	
CM/GC RFP Development	January 2020 – February 2020
CM/GC RFP Publication	March 2020 – April 2020
CM/GC Evaluation and Award	April 2020 - May 2020
Subcontractor Procurement by CM/GC	September 2020
Establish Guaranteed Maximum Price	October 2020
Construction Phase	
Mobilization	October 2020
Substantial Completion	November 2021
Final Commissioning and Closeout	December 2021

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through December 2021 or when the construction close-out period is complete, whichever is later.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

Category	Points Available
Cover Letter	Not Scored
Qualifications and Experience	25 points
Project Staffing	25 points
Project Approach	30 points
Fee	20 points
<hr/>	
Total	100 points

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement and Contract Services
Attn: Ryan Rice
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Cover Letter (not scored)

Provide a cover letter of not more than two pages, including a brief statement of the Proposer's understanding of the RFP and how it relates to the overall project. While not separately scored, the statements in the cover letter may be used by evaluators to assist in scoring other Response Criteria.

5.3. Qualifications and Experience (25 points)

Provide sufficient information on the background, qualifications, technical competence, and specialized experience of Proposer to demonstrate its ability to provide the services required for this Project. Include a list of past projects demonstrating such qualifications and experience. Provide more detailed summaries of up to five projects that highlight experience particularly relevant to the Project, such as large, complex projects utilizing collaborative project delivery methods and involving interaction with multiple stakeholders. Public housing development project experience is a plus. For each detailed project summary, include the following:

- (a) The name, location, client agency, and year of project completion.
- (b) Size in square feet and final cost of the built project.
- (c) Roles and responsibilities that each member of your team had, if any, on the project.
- (d) Sustainability certification achieved, if any.
- (e) Project delivery method (CM/GC, Design-build, Design-Bid-Build).
- (f) The name of the client agency and current contact information for the agency's project representative.
- (g) The name of the contractor and current contact information for the contractor's project manager.
- (h) Project budget and timeline and whether the project was completed within the allowable time and budget. Preference will be given to projects of similar size, scope, and context completed within the past ten years.

Preference will be given to projects of similar size, scope, and context completed within the past ten years.

5.4. Project Staffing (25 points)

Provide the names of key person(s) anticipated to be on the project team and how Proposer intends to structure the project team with specific areas of responsibility assigned to each team member. Describe the qualifications of each identified project team member and experience of team members working together on past projects, particularly those identified in the Scope of Work above. Detail the current and projected workload and capacity of the key personnel proposed to work on this Project and how Proposer will assure continuity of key personnel on this project. Include summary résumés for key staff as an attachment at the end of the proposal. List any relevant certifications and/or licenses and their expiration date(s).

5.5. Project Approach (30 points)

Provide a description of Proposer’s recommended approach for providing the services required to successfully execute this Project with maximum benefit to HACC. Describe the techniques, tools, and methods Proposer will utilize to assure this Project is completed on time and within budget. Demonstrate Proposer’s ability to organize, develop, and maintain project schedules. Demonstrate Proposer’s ability to develop and manage a master budget and maintain a current accurate budget throughout the Project. Describe Proposer’s specific strategies to minimize the owner’s risk throughout a project. Provide any recommended edits to the proposed Scope of Work to provide greater value to HACC in the implementation of these services.

5.6. Fees (20 points)

Provide a detailed budget of anticipated costs for the proposed Scope of Work. Include a schedule of hourly rates for project team members. Provide a brief description of how Proposer’s proposed fee will maximize value for the County in the delivery of this project.

*In lieu of an hourly rate contract, HACC is interested in a fixed monthly retainer fee approach for the duration of the contract. Please propose a fixed monthly retainer fee.

5.7. References (not separately scored)

Provide references from at least 3 comparable clients for which your firm has provided similar services that would be representative of the work anticipated under this RFP. In addition, provide references from at least 2 architects and 2 contractors with lead roles on projects which your firm has provided similar services (CM/GC project). HACC reserves the right to investigate the past performance of any Proposer with respect to its successful performance of similar projects, compliance with contractual obligations, and its completion or delivery of a project on schedule and within budget. Please ensure that your references are prepared to speak to HACC regarding Proposer's service and operation. For each reference, provide the following information:

- Name of organization
- Length of relationship
- Location
- Contact name
- Contact telephone number, and email
- Name of project(s) completed

Responses to reference checks, whether or not those references are listed above, may be used by evaluators to assist in scoring other Proposal Elements. HACC staff may not be used as references.

5.8 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2020-01 Owners Representative Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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 that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____