



CITY OF THE DALLES, OREGON  
CONTRACT DOCUMENTS FOR:

# CONTRACT NO. 2022-005 WATER MASTER PLAN UPDATE

---

CONTRACT DOCUMENTS:  
PROPOSAL REQUIREMENTS, CONTRACT FORMS,  
CONDITIONS OF THE CONTRACT

Project Manager:  
Dave Anderson  
Public Works Director  
1215 West First Street  
The Dalles, OR 97058  
Telephone: (541) 506-2008  
Cell: (541) 980-1446

Mandatory Pre-Proposal meeting will be held June 29, 2022 at 2:00 p.m. Pacific Daylight Time. Pre-qualification is due to be submitted by July 8, 2022 p.m. Pacific Daylight Time.

Due to the ongoing COVID-19 pandemic, bids must be submitted via email to [thedallesbids@ci.the-dalles.or.us](mailto:thedallesbids@ci.the-dalles.or.us) no later than 2:00 p.m. Pacific Daylight Time on July 21, 2022. Note: Immediately following the electronic submission of a bid, bidders will receive confirmation that the bidder's email has been received. THE DUTY IS ON THE BIDDER TO ENSURE THAT THE REQUIRED BID DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR BIDS.

Bid Opening will be via Zoom meeting. Meeting ID is 858 0212 1281. Passcode is 068006.

# **TABLE OF CONTENTS**

## **PART 1 - PROPOSAL REQUIREMENTS**

Proposers' Checklist  
Advertisement  
Conflict of Interest Guidelines  
Prequalification Form  
Non-Collusion Affidavit  
Proposal  
Notice of Award

## **PART 2 - CONTRACT FORMS**

Sample Contract  
Notice to Proceed

## **PART 3 - CONDITIONS OF THE CONTRACT**



# **PART 1**

## **PROPOSAL REQUIREMENTS**

WATER SYSTEM MASTER PLAN UPDATE PROJECT  
CONTRACT NO. 2022-005

# PROPOSER'S CHECKLIST

- \_\_\_ Completed Prequalification Form and submit as directed in the Request for Proposals, by **July 8, 2022 at 4:00 p.m.**
- \_\_\_ Attend mandatory pre-proposal meeting on **June 29, 2022 at 2:00 p.m.**
- \_\_\_ Completed Conflict of Interest (COI) Disclosure Form (if a COI exists)

## ITEMS TO BE INCLUDED IN PROPOSAL SUBMITTAL:

- \_\_\_ Completed Proposal Form
- \_\_\_ Completed Affidavit of Noncollusion
- \_\_\_ Acknowledgement of addenda as may be issued during the bidding period
- \_\_\_ Submit bid documents via email to **thedallesbid@ci.the-dalles.or.us** by **July 21, 2022 at 2:00 p.m.**

## **ADVERTISEMENT FOR PROPOSALS**

### **Contract No. 2022-005** **The Dalles Water System Master Plan Update**

Separate sealed proposals for **Water System Master Plan Update** will be received by the City of The Dalles, Oregon until **2:00 p.m.** Pacific Prevailing Time, **July 21, 2022**, **via email to: [thedallesbids@ci.the-dalles.or.us](mailto:thedallesbids@ci.the-dalles.or.us)**, at which time the email account designated for proposal receipt will be accessed. Proposal responses will be read aloud via a Zoom meeting. Note: Immediately following the electronic submission of a proposal, Proposers will receive confirmation that the Proposer's email has been received. **THE DUTY IS ON THE PROPOSER TO ENSURE THAT THE REQUIRED PROPOSAL DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR PROPOSALS.**

The City of The Dalles is requesting proposals for engineering services from qualified Proposers to update the City's Water System Master Plan. The existing Master Plan was completed in 2006. The selected consultant shall review the existing Master Plan, evaluate the adequacy of existing facilities, and develop a concept for major maintenance of and improvements and expansions to facilities to meet the growth and development opportunities within the City's service area and existing Urban Growth Boundary of the community through the year 2043 (20 years). The updated Plan shall include an evaluation of the City's water supply, storage, treatment and distribution systems in terms of condition, integrity, remaining service life, capacity, and seismic and climate resiliency. It will also identify potential opportunities for development of related renewable energy systems. The updated Plan will include a recommended 20-year Capital Improvement Plan, a financial analysis including a water utility rate study, and an evaluation of Water System Development Charges (SDCs). The updated Master Plan will be submitted to Oregon Health Authority (OHA) Drinking Water Services and shall comply with the OHA regulations for Master Plan preparation and submission. All work must be conducted in accordance with the contract documents.

Proposals must be submitted on the proposal form furnished by the City of The Dalles and shall bear the signature of the Proposer. The contract proposal documents are available on the City website at [https://www.thedalles.org/jobs\\_bids/index.php](https://www.thedalles.org/jobs_bids/index.php). They are also posted at the **Daily Journal of Commerce Plan Center; Oregon Contractor Plan Center; Southwest Washington Contractors; Central Oregon Builders Association; Tri-City Construction Council; Salem Contractors Exchange; Hermiston Plan Center; Premier Builder's Exchange; iSqFt; Builders Exchange of Washington; and Oregon Association of Minority Entrepreneurs**. Any change to the solicitation documents will be done by written Addenda. Proposers will be responsible for checking the City's website regularly for addendums and additional information for the project. Questions regarding contract documents should be directed to the Project Manager via email at [danderson@ci.the-dalles.or.us](mailto:danderson@ci.the-dalles.or.us).

**A virtual Mandatory Pre-proposal meeting will be held on June 29, 2022 at 2:00 p.m.** Potential proposers will indicate interest by emailing their intent to attend no later than **4:00 p.m. on June 27, 2022** to: [danderson@ci.the-dalles.or.us](mailto:danderson@ci.the-dalles.or.us) to sign up and receive directions to attend the meeting by return email.

The City may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City it is in the public interest to do so. The City also reserves the right to waive any informality in connection with said proposal or to postpone the award of the contract for sixty days. Each proposal must contain a statement as to whether the proposer is a resident proposer as defined by ORS 279A.120.

No proposal may be withdrawn after the time set for the proposal opening, or before the award of the

Contract, unless award is delayed for a period exceeding 60 days. Consultants must pre-qualify with the City of The Dalles by **July 8, 2022** at 4:00 p.m. Pacific Prevailing Time.

CITY OF THE DALLES, OREGON  
Izetta Grossman, CMC, City Clerk

PUBLISHING DATE: June 13, 2022

**CITY OF THE DALLES CONFLICT OF  
INTEREST GUIDELINES (COI GUIDELINES)  
City of The Dalles (Agency)**

A Firm shall follow these COI Guidelines when submitting any Proposal in response to an Agency Procurement or when entering into any Contract with Agency, and throughout the period during which the Proposal/Bid is open or the Contract is in effect. A Firm shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Firm and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The Agency will follow and apply these COI Guidelines when conducting Agency procurements.

**1. Definitions**

The [definitions](#) that apply to these COI Guidelines and the Agency's COI Disclosure Form are at the end of this document.

**2. Required Disclosures**

**Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply ( note that "Public Official " includes all Agency employees):**

- a Firm or any of its Associates have any Apparent, Potential or Actual Conflicts Of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- a Firm has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict Of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- The response to any of the following questions is "yes" (with respect to a Procurement or current Contract with Agency):
  1. Is any Associate of the Firm a former employee of Agency (within the last year)?
  2. Is any Associate of the Firm a Relative or Member of the Household of a current employee of Agency who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?
  3. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any member of an Agency Procurement evaluation or selection team?
  4. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
  5. Does the Firm or any Associate of the Firm have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with respect to performing the work for Agency?
  6. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of

any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official's vote, official action or judgment would be influenced thereby?

7. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?
8. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?
9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?
11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?

If none of the foregoing apply, a Firm shall provide a written and signed certification (specified by Agency) that the Firm has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the Agency, the Firm shall complete and submit a Correct and signed COI Disclosure Form.

**A Firm shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Firm performing any services under a Contract.**

Agency's COI Disclosure Form is available on the Internet at the following Intranet site: [www.ci.the-dalles.or.us/engineering](http://www.ci.the-dalles.or.us/engineering) . Some Procurements may require submittal of a COI Disclosure Form (other than the standard form) that is specific to the Procurement.

### **3. Governing Standards**

Both Oregon and federal laws govern disclosure and management of conflicts of interest in transportation contracting processes. The disclosure requirements of these COI Guidelines apply to all Agency contracting activities {Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services} without regard to which particular federal or Oregon laws govern the activity. Agency also has a Code of Conduct Policy for conflicts of interest regarding the employment of former Agency employees, which is explained below.

#### **Agency Code of Conduct Policy Regarding Former Agency Employees**

When employees of firms which compete for or have Contracts with the Agency come to work for the Agency, and when Agency employees go to work for firms which compete for or have Contracts with the Agency, a Potential Conflict of Interest may exist.



Use of a former Agency employee by a Firm on the same, or substantially similar Procurement, for which the employee performed a role or function for the Agency, unless mitigated to the satisfaction of the Agency, is prohibited for a period of one year following separation of employment with the Agency. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The Agency may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, or because the role performed was minor in nature such as a technical sufficiency review. Examples of mitigation that may, in appropriate situations, be acceptable to the Agency include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with Agency staff formerly under his/her supervision.

For each Procurement, Firms shall disclose to Agency the identification of any employee(s) that had been employed by Agency within the last one-year period. Each Firm's disclosure shall include a signed statement by the former Agency employee of their proposed role for the Firm in the particular Procurement and any resulting Contract. Failure of a Firm to disclose such relationship or to remedy such potential violation will result in the rejection of the Firm's bid or cancellation of the Contract with the Agency as well as being grounds for cancellation of a Firm's prequalification or designation of a Firm as ineligible for future Procurements as not being a responsible bidder. (Also see below regarding the ORS 244.047 two-year ban on any direct beneficial interest.)

### **Oregon State Standards**

The current Oregon statutory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Oregon's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Officials:

- The policies of the Public Contracting Code (ORS 279A.015) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to ORS 279A.015(2) a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty and good faith on the part of government officials and those who do business with the government.
- ORS Chapter 244 prohibits conflicts of interest of Public Officials. Among the prohibitions are offering a public employee a pledge of future employment based on an understanding that the offer would influence the public employee's official action or judgment.
- ORS 244.047(2) and (3) provide the following:
  - (2) "Except as provided in subsection (3) of this section, a person may not, for two years after the person ceases to hold a position as a public official, have a direct beneficial financial interest in a public contract that was authorized by:
    - (a) The person acting in the capacity of a public official; or
    - (b) A board, commission, council, bureau, committee or other governing body of a public body of which the person was a member when the contract was authorized.

- (3) Subsection (2) of this section does not apply to a person who was a member of a board, commission, council, bureau, committee or other governing body of a public body when the contract was authorized, but who did not participate in the authorization of the contract.”

Agency’s administrative rules in OAR 731 Division 70 establish conflict of interest rules for the Oregon Innovative Partnership Program. The Oregon Government Ethics Commission also has administrative rules for public officials in OAR 199 Division 5.

- ORS 279.C.307 includes the following:

- (1) “Except as provided in subsection (2) of this section, a contracting agency that procures personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract that is subject to this chapter may not:

- (a) Procure the personal services from a contractor or an affiliate of a contractor who is a party to the public contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the personal services; or

- (b) Procure the personal services through the public contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the personal services.

- (2) Subsection (1) of this section does not apply to a procurement that qualifies as a Construction Manager/General Contractor procurement or a Design-Build procurement, both as defined in OAR 125-249-0610 or 137-049-0610.

- (3) As used in this section, “affiliate” means a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the contractor described in subsection (1)(a) of this section.”

- ORS 279B includes the following per 2012 Senate Bill 1518, Section 2 (Oregon Laws 2012, Chapter 53):

- (1) Except as provided in subsection (2) of this section, a state contracting agency that procures personal services for the purpose of advising or assisting the state contracting agency in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to a procurement may not accept from the contractor, or an affiliate of the contractor, that advised or assisted the state contracting agency a bid or proposal for the goods or services described, specified or identified in the solicitation documents or materials if a reasonable person would believe that, by giving the advice or assistance, the contractor or affiliate would have or would appear to have an advantage in obtaining the public contract that is the subject of the solicitation.

- (2)(a) If a state contracting agency anticipates that the state contracting agency will or must seek advice or assistance of the type described in subsection (1) of this section from a contractor that is also engaged in providing goods or services that will be described or identified in the solicitation documents and materials that result from the advice or assistance, and the state contracting agency wishes to accept a bid or proposal from the contractor, the state contracting agency, before awarding a contract for the advice or

assistance, shall apply to the Director of the Oregon Department of Administrative Services for an exception to the prohibition set forth in subsection (1) of this section.

(b) The state contracting agency in the application for the exception shall include findings and justifications, along with sufficient facts to support the findings and justifications, that will enable the director to make an independent judgment as to whether:

(A) The state contracting agency needs advice or assistance from a contractor to develop the solicitation documents and materials described in subsection (1) of this section;

(B) Accepting a bid or proposal from the contractor that gives the advice or assistance is the only practicable way in which the state contracting agency can conduct the procurement successfully; and

(C) Approving the exception:

(i) Is unlikely to encourage favoritism in awarding public contracts or to substantially diminish competition for public contracts; and

(ii)(I) Is reasonably expected to result in substantial cost savings to the state contracting agency or the public; or

(II) Otherwise substantially promotes the public interest in a manner that could not be practicably realized by complying with the prohibition described in subsection (1) of this section.

(c)(A) If the director approves the state contracting agency's application, the director shall prepare written findings and justifications for the approval. The state contracting agency's findings, justifications and facts and the director's findings, justifications and approval are public records that are subject to disclosure as provided in ORS 192.410 to 192.505.

(B) If the director disapproves the state contracting agency's application, the director shall state the director's reasons for the disapproval in a written notice to the state contracting agency and shall indicate whether the disapproval extends only to the state contracting agency's acceptance of a bid or proposal from a contractor that gives advice or assistance in preparing solicitation documents and other materials or whether the director also disagrees with the state contracting agency's stated need for advice or assistance from a contractor.

(C) The director's approval or disapproval is final.

(3) As used in this section, "affiliate" means a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a contractor described in this section.

(4) This section does not apply to the Secretary of State or the State Treasurer.

- [OAR 137-048-0130](#)(8), (9) and (10) provides:

"(8) As required by ORS 279C.307, pertaining to requirements to ensure the objectivity and independence of providers of certain Personal Services which are procured under ORS chapter 279C, Contracting Agencies may not:

(a) Procure the Personal Services identified in ORS 279C.307 from a Contractor or an affiliate of a Contractor who is a party to the Public Contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the Personal

Services; or

(b) Procure the Personal Services identified in ORS 279C.307 through the Public Contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the Personal Services.

(9) The requirements of ORS 279C.307 and section (8) of this rule apply in the following circumstances, except as provided in section (10) of this rule:

(a) A Contracting Agency requires the Procurement of Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Public Contract or performance under a Public Contract that is subject to ORS chapter 279C. A Public Contract that is “subject to ORS chapter 279C” includes a Public Contract for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, a Public Contract for Related Services or a Public Contract for construction services under ORS chapter 279C.

(b) The Procurements of Personal Services subject to the restrictions of ORS 279C.307 include, but are not limited to, the following:

(A) Procurements for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, which involve overseeing or monitoring the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(B) Procurements for commissioning services, which involve monitoring, inspecting, evaluating or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(C) Procurements for project management services, which involve administration, management, monitoring, inspecting, evaluating compliance with or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, construction services subject to ORS chapter 279C, commissioning services or other Related Services for a Project;

(D) Procurements for special inspections and testing services, which involve inspecting, testing or otherwise overseeing the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C; and

(E) Procurements for other Related Services or Personal Services, which involve administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing the Public Contracts described in Section (9)(a) of this rule.

(10) The restrictions of ORS 279C.307 do not apply in the following circumstances, except as further specified below:

(a) To a Contracting Agency’s Procurement of both design services and construction services through a single “Design-Build” Procurement, as that term is defined in OAR 137-049-0610. Such a Design-Build Procurement includes a Procurement under an Energy Savings Performance Contract, as defined in ORS 279A.010. Provided, however, the restrictions of ORS 279C.307 do apply to a Contracting Agency’s Procurement of Personal Services for the

purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Design-Build Contract or performance under such a Contract resulting from a Design-Build Procurement; and

(b) To a Contracting Agency's Procurement of both pre-construction services and construction services through a single "Construction Manager/General Contractor" Procurement, as defined in OAR 137-049-0610. Provided, however, the restrictions of ORS 279C.307 do apply to a Contracting Agency's Procurement of Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Construction Manager/General Contractor Contract or performance under such a Contract resulting from a Construction Manager/General Contractor Procurement."

Agency's COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in ORS 279A.015, ORS Chapter 244, and Agency's Code of Conduct Policy.

The two-year prohibition against a Public Official having a direct beneficial financial interest in a public contract as provided in ORS 244.047 would generally preclude the person from working under the public contract and from representing the Firm in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Firm (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

#### **Federal Standards— Procurements Related To Design-Build and Design-Bid-Build**

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for Agency's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts Of Interest. Agency's COI Guidelines incorporate a number of concepts from these federal provisions.

The main rule on Organizational Conflicts Of Interest in Design-Build transactions is 23 CFR §636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design-Build contract." Following is a summary of this federal rule (Agency's COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only "low-level" documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP.

These Design-Build regulations also apply to "improper business practices and personal conflicts of interest" of the Agency's selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations ("FARs"---specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state's selection team members in the absence of relevant state laws and procedures. These regulations require government business to be "above reproach," conducted "with complete impartiality and with preferential treatment for none" and with "the highest degree of public trust and an impeccable standard of conduct" to avoid "even the appearance of a conflict of interest."

In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Firm providing the engineering services is not eligible to bid on the construction work for the Project.

No Firm or any Associate of a Firm in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of a Firm shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of Agency and such Firm or Associate has not participated and will not participate in such acquisition for and in behalf of Agency (see 23 CFR § 1.33).

### **Federal Standards - National Environmental Policy Act (NEPA)**

No Firm preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Firm is aware of such as if the Project would aid proposals sponsored by the Firm's other clients. Compliance with [40 C.F.R. 1506.5\(c\)](#) is required, which includes the requirement for a conflict of interest disclosure statement from each Firm establishing that the Firm does not have a financial or other interest in the Project.

#### **4. COI Considerations Related to Previous Work on Projects**

No Firm that has previously performed services on behalf of Agency for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless Agency is satisfied in its sole discretion that:

- (a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs),
- (b) such services included only Low Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP,
- (c) such services did not provide the Firm with access to or knowledge of Agency confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement,
- (d) the prior Contract and information provided to the Firm in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers,
- (e) the work product from the Firm incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers, and
- (f) any environmental documents prepared by the Firm have been determined to be objective, and that the Agency demonstrated independent decision-making authority during the environmental process.

In such instances where Agency is satisfied in the manner described above, Agency may still, in its sole discretion, restrict the scope of Procurement services for which the Firm shall be eligible

to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict Of Interest exists. All COI Disclosure Forms will be considered public records.

## **5. COI Disclosure Process**

A Firm shall certify its conformance with these COI Guidelines at the time of submitting a proposal to Agency or entering into a Contract with Agency. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, a Firm shall represent the correctness of a completed COI Disclosure Form. If a Firm has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict Of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within 10 business days via submittal of a Correct and signed COI Disclosure Form.

A Firm shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Firm. A Firm may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies to the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts Of Interest are joint tasks among Agency, the Firm and the Firm's team. A Firm must work together with Agency in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with Agency. Agency makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Firm.

Agency's COI determination is based on a number of factors such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with Agency decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of "low-level" documents does not isolate a Firm producing them from a potential COI situation. The ultimate determination will take into account the other factors described above.

## **6. Examples of Conflict of Interest Situations**

Agency offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract or a Price Agreement and any WOC entered into between Agency and a Firm, or during any Agency Procurement process, in order to provide guidance to Firms as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Firm. The Firm's reports to

Agency on the Project are available to the public. A multi-specialty engineering Firm that is the parent company of the geotechnical engineering Firm submits a proposal to design the overall Project. Depending on the particular mitigating facts, Agency might determine in writing that the multi-specialty engineering Firm is eligible to propose.

2. Agency seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Firms employed a senior official from Agency who played a significant role in providing direction for the solicitation, six months ago. Agency initially assesses this situation as a potential Organizational Conflict Of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying Agency, will not engage in any activities that would violate the Agency Code of Conduct Policy for the prescribed one year period, and for a period of two years will not have a direct beneficial interest in the contract. Depending on the particular facts, Agency might determine that, while the proposing Firm has a potential Organizational Conflict Of Interest, that conflict has been adequately mitigated and the Firm will not be disqualified from submitting a proposal.
3. Agency issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desires to bid. Agency initially assesses this situation as an Organizational Conflict Of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and Agency informs potential Proposers of its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address Agency's concerns about the conflict. Depending on the particular facts, Agency determines that the company has an actual conflict of interest.
4. Agency seeks advice of an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Firm that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, Agency might determine that the role of the Firm was to represent the industry in the context of a public meeting where other Firms were invited to submit comments, and that the Firm therefore does not have an Organizational Conflict Of Interest.
5. Agency contracts with an A&E Firm to develop "low-level" documents prior to establishing a schedule for a RFP in which the "low level" documents, still under development, will be used by prospective Proposers. The A&E Firm has attended the pre-proposal meeting and wishes to propose on the RFP. Agency determines that the company has a potential Organizational Conflict Of Interest because of the fact that the low-level documents have not been made public and the Firm will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on an Agency website prior to the RFP release. Agency determines that the potential conflict has been adequately managed and the Firm will not be disqualified from submitting a proposal or being part of the proposing team.
6. Agency contracts with a consulting Firm to assist Agency in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Firm has close contact with Agency decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Firm with all management and technical personnel. The Firm will not be able to submit a proposal in the design-build Procurement, or participate as a team member with a Firm submitting a proposal in



response to the RFP.

7. Agency seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, Agency shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Firms has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Firm describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal-Subcontractor-affiliate relationship. Furthermore, the proposing Firm has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). Agency may conclude the proposing Firm does not have a conflict of interest that detracts from its eligibility for the program management award. Agency may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Firm. As a result, if the proposing Firm is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.
8. Completion of a project may encourage construction of a shopping center or industrial park from which a Firm stands to benefit. If a Firm is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.
9. Agency issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to Agency under a separate contract. Agency's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.
10. Agency issues an ITB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to Agency under a separate contract. Agency's intent, as advertised in the ITB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

## Definitions

The following definitions apply to these COI Guidelines and the Agency's COI Disclosure Form:

**“Actual Conflict Of Interest”** means that an individual or Firm is unable to render impartial assistance or advice to Agency, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. For purposes of ORS Chapter 244, and as defined in ORS 244.020(1), “Actual Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *would be* to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the ORS Chapter 244 definition for “Potential Conflict

of Interest” (see definition below).

“**Affiliate**” (of the Firm) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the Firm.

“**Apparent Conflict Of Interest**” means that an individual or Firm may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict Of Interest.

“**Associate**” (of the Firm) means an employee, executive, director, key project personnel, consultant, contractor or Subcontractor, or any immediate family member of the foregoing.

“**Authorization**” (of the Contract). A public contract is authorized by a Public Official if the Public Official performed a significant role in the selection of a Firm or the execution of the Contract. A *significant role includes* recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

“**Bidder**” means a legally operating business entity submitting a bid in response to a Procurement.

“**Conflict Of Interest**” or “**COI**” means an Individual Conflict Of Interest or Organizational Conflict Of Interest and includes an Actual, Potential, or Apparent Conflict Of Interest.

“**COI Disclosure Form**” means a manually signed disclosure of any Actual Conflict Of Interest, Apparent Conflict Of Interest or Potential Conflict Of Interest documented in the form of Agency’s COI Disclosure Form.

“**Correct**” means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

“**Contract**” means an Agreement to Agree (ATA), Price Agreement (PA), Work Order Contract (WOC), Purchase Order (PO), or any other contract with Agency.

“**Firm**” means a Proposer or Bidder under a Procurement, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. A Firm includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

“**Member of the Household**” (of the Public Official) means any person who resides with the Public Official.

“**Individual Conflict Of Interest**” means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

“**Interest**” (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

“**Low-Level Document**” means A&E, non-A&E and IT program or Project related documents which provide a basic understanding of a specific aspect of the program or Project. As referred to in 23CFR 636.116 with regard to A&E and related services, “the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the RFP, and did not include assistance in development of instructions to offerors or evaluation criteria”.

**"Organizational Conflict Of Interest"** means that a relationship or situation exists whereby a Firm or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with Agency and which (a) diminish the Firm's or an Associate's capacity to give impartial, technically sound, objective assistance or advice, (b) may impair the Firm's or an Associate's objectivity in performing the Contract, (c) may impair Agency's objectivity in oversight of the Contractor's performance, or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

**"Potential Conflict Of Interest"** means that an individual or Firm, as a result of current plans, may reasonably be expected to have an actual conflict of interest. For purposes of ORS Chapter 244, and as defined in ORS 244.020(11), "Potential Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *could be* to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

**"COI Guidelines"** refers to this document and all references herein.

**"Procurement"** means a Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Information (RFI), Invitation to Bid (ITB), or any other form of solicitation or Procurement by Agency.

**"Proposal"** means a bid, proposal, or other submission appropriate to a Procurement.

**"Proposer"** means a legally operating business entity submitting a Proposal in response to a Procurement.

**"Public Disclosure"** means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

**"Public Official"** means any person who is serving the State of Oregon or any of its political subdivisions or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee, agent or otherwise, irrespective of whether the person is compensated for the services. (All Agency employees are Public Officials.)

**"Relative"** (of a Public Official) means:

- the Public Official's spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Official or the Public Official's spouse; or
- any individual for whom the Public Official has a legal support obligation or for whom the Public Official provides benefits arising from the Public Official's public employment or from whom the Public Official receives benefits arising from that individual's employment.

**"Subcontractor"** means a subcontractor or subconsultant at any tier.

**“Transportation Project”** or **“Project”** means any proposed or existing undertaking pertaining to highways, bridges, motor carriers, motor vehicles, public transit, rail, transportation safety, information systems, and such other programs related to transportation that are assigned to Agency under applicable law.

## CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the "City of The Dalles (COTD) Conflict of Interest Guidelines" available on the Internet at: [www.ci.the-dalles.or.us/engineering](http://www.ci.the-dalles.or.us/engineering). The definitions of terms used in this COI Disclosure Form shall be those provided in the City of The Dalles Conflict Of Interest Guidelines (note that "Public Official" includes all Agency employees).

**This COI Disclosure Form is submitted in response to (check only one):**

- Agency RFP# \_\_\_\_\_ [or] ITB# \_\_\_\_\_
- Contract # \_\_\_\_\_
- Price Agreement # \_\_\_\_\_ WOC# \_\_\_\_\_ [or] PO# \_\_\_\_\_
- Changes to COI Disclosure Form previously submitted for (RFP # \_\_\_\_\_, ITB # \_\_\_\_\_, Price Agreement # \_\_\_\_\_, WOC # \_\_\_\_\_, Contract # \_\_\_\_\_)

**This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.**

My signature certifies that as disclosed on or attached to the present form:

- (a) the Firm's disclosures are complete, accurate, and not misleading.
- (b) the Firm has provided the City of The Dalles COI Guidelines to all Associates and Subcontractors (if any) and the present form includes or has attached any required COI disclosures from those sources.

**I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:**

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:**

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No**  **Yes**
- b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No**  **Yes**

**If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees -Roles and Signatures" table (Part A and/or Part B, as applicable).**

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any known member of an Agency Procurement evaluation or selection team? **No**  **Yes**  **Comments:**

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No**  **Yes**  **Comments:**
4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency or acquisition of any real property for the Project? **No**  **Yes**  **Comments:**
5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No**  **Yes**  **Comments:**
6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period? **No**   
**Yes**  **Comments:**
7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency? **No**  **Yes**  **Comments:**
8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? **No**  **Yes**
- If yes**, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No**  **Yes**  **Comments:**
9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)  
**No**  **Yes**  **N/A**  **Comments:**
10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?  
**No**  **Yes**  **N/A**  **Comments:**
11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?  
**No**  **Yes**  **Comments:**

## Relatives and Former Agency Employees - Roles and Signatures

For each employee of the Firm that was employed by Agency within the last year, state the job the employee performed for Agency, the role the employee now serves for the Firm and the date the employee left Agency. Use Part B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

Part A: Employees that left Agency in the last year.			
Employee Name/Signature	Job Performed for Agency	Current Role with Firm	Date left Agency
Name: _____ Sign: _____ • Involved with this Procurement on behalf of COTD? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> • Involved with Proposal development for this Procurement? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of COTD? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> • Involved with Proposal development for this Procurement? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of COTD? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> • Involved with Proposal development for this Procurement? <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/>			
<b>Part B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.</b>			
Firm Associate's Name	Name and Relationship of Relative or Member of Household Employed at Agency	Role at Agency	Agency employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

**PREQUALIFICATION FORM**

**WATER SYSTEM MASTER PLAN UPDATE PROJECT  
CONTRACT NO. 2022 – 005**

**1) PROPOSER'S GENERAL INFORMATION**

Contractor's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_  
(An Individual, Partnership, Corporation, LLC)

Oregon Secretary of State Corp. Div. Registry No. \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Application prepared by: \_\_\_\_\_

Preparer's Email: \_\_\_\_\_

Oregon Professional Engineer's No. \_\_\_\_\_

Other State License No. \_\_\_\_\_

**2) BONDING**

Surety Company: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bonding Capacity: Per Project \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_



**3) WORK EXPERIENCE**

A. How many years has your firm been in business under its present name?

As a prime contractor? \_\_\_\_\_ As a subcontractor? \_\_\_\_\_

B. How many years' experience in construction work has your firm had?

As a prime contractor? \_\_\_\_\_ As a subcontractor? \_\_\_\_\_

C. **ATTACH TO THIS FORM** the experience resume of the person who will be the project manager for this contract.

D. List five (5) projects completed recently involving work of a similar type and complexity for water systems serving over 10,000 population (attach sheets as needed):

**PROJECT #1**

Owner Name, Project Name	Contract Price	Date of Completion
Contact Name, Address and Phone of Owner	Describe Work Performed	

**PROJECT #2**

Owner Name, Project Name	Contract Price	Date of Completion
Contact Name, Address and Phone of Owner	Describe Work Performed	

**PROJECT #3**

Owner Name, Project Name	Contract Price	Date of Completion
Contact Name, Address and Phone of Owner	Describe Work Performed	

**PROJECT #4**

Owner Name, Project Name	Contract Price	Date of Completion
Contact Name, Address and Phone of Owner	Describe Work Performed	

**PROJECT #5**

Owner Name, Project Name	Contract Price	Date of Completion
Contact Name, Address and Phone of Owner	Describe Work Performed	

**4) SUPPLEMENTAL QUESTIONS – Attach written explanations as appropriate**

**A.** Has your company changed its name during the past 5 years? Yes \_\_\_ No \_\_\_  
 If yes, provide your company's former name: \_\_\_\_\_

**B.** Has your company ever been denied prequalification by any state, local or federal agency in this or any other state?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

**C.** Has your company ever failed to complete a state, local or federal public improvement contract?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

**D.** Has your company had any claims placed against one of your payment bonds or performance bonds in the past 5 years?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

**E.** Have you or your company ever been debarred from bidding on contracts by any state, local or federal agency in this or any other state?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

F. Has your company filed for bankruptcy in the past 5 years?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

G. Has your company had any willful OSHA violations in the past 5 years?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

H. Within the last 5 years has the applicant, or any parent, subsidiary or affiliate, failed to complete a state, local or federal public improvement (works) contract?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

I. Within the last 5 years has the applicant, or any parent, subsidiary or affiliate, been found in breach of a local, state or federal contract?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

J. Does your firm have experience involving design of water pipelines 16-inch diameter or larger?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

K. Does your firm have experience designing and developing construction contract documents for projects involving state and federal funding?

Yes \_\_\_ No \_\_\_ **if yes, please attach an explanation**

L. Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities?

Yes \_\_\_ No \_\_\_ **if yes, please provide supporting documentation**

M. Is your firm experiencing financial distress or having difficulty securing financing?

Yes \_\_\_ No \_\_\_

N. Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period?

Yes \_\_\_ No \_\_\_

O. Within the last 5 years, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.]

Yes \_\_\_\_ No \_\_\_\_ **if no, please attach an explanation**

P. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon?

Yes \_\_\_\_ No \_\_\_\_ **if no, please attach an explanation**

Q. Is your firm covered by liability insurance and other insurance in amounts required in the contract specifications or have the ability to obtain the required insurance in the amounts required in the specifications after notice of award?

Yes \_\_\_\_ No \_\_\_\_

R. Does your firm qualify as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128?

Yes \_\_\_\_ No \_\_\_\_

S. Has your firm complied with the tax laws of the State or a political subdivision of the State, including ORS 305.620 and ORS Chapters 316, 317 and 318?

Yes \_\_\_\_ No \_\_\_\_

5) **CONFLICT OF INTEREST DISCLOSURE** – I have read the City of The Dalles Conflict of Interest Guidelines and have determined there is a conflict of interest.

Yes \_\_\_\_ No \_\_\_\_ **if yes, please fill out and attach Conflict of Interest Disclosure Form**

**6) CERTIFICATION STATEMENT**

I certify that the foregoing statements and information provided in all sections of this application are correct and true as of the date of this application and that I am authorized to bind this company contractually. I further certify that any additional information requested by the City to process this application will be true and correct.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**NON-COLLUSION AFFIDAVIT**

**Contract Bid No. 2022-005**

**WATER SYSTEM MASTER PLAN UPDATE PROJECT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am (title) \_\_\_\_\_ of (name of firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

A. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

B. That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

D. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

E. (name of firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental City and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that (name of firm) \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by City of The Dalles, Oregon in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of The Dalles, Oregon of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission expires: \_\_\_\_\_

**PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called PROPOSER),  
organized and existing under the laws of the State of \_\_\_\_\_, doing business as

\* \_\_\_\_\_ to the CITY OF THE DALLES, (hereinafter called OWNER).

In compliance with your Advertisement for Proposals, PROPOSER hereby proposes to perform all work necessary for

**CONTRACT NO. 2022-005  
WATER SYSTEM MASTER PLAN UPDATE PROJECT**

in strict accordance with the contract documents, within the time set forth herein, and at the prices stated below.

By submission of this Proposal, each PROPOSER certifies, and in the case of a joint Proposal each party certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within eighteen (18) months after Notice to Proceed issuance.**

PROPOSER in supplying this proposal acknowledges the receipt of the Contract Document package.

PROPOSER further acknowledges receipt of the following Addenda:

No. 1 \_\_\_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_\_\_ Date \_\_\_\_\_

No. 3 \_\_\_\_\_ Date \_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual", as applicable.

PROPOSER agrees to perform all the work described in the contract documents.

PROPOSER shall include the following information in its Proposal as more fully described in the Conditions of the Contract, Section 3.2:

**A. Understanding of Requested Services**

Demonstrate a clear and concise understanding of the scope of work as described in Section 2.0. List projects and contract services performed within the last five (5) years by type and location, most comparable to the requested Services; provide contact information for project references. For a total of three of the most recent projects or contracts (in any combination) listed, include a brief description of project, utility size, location, duration and objectives; a chronological timeline describing the tasks performed by the Proposer to fulfill the project objectives; and the actual project budgets. For each of the three projects or contracts (in any combination) above, indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.

**B. Proposer's General Qualifications**

Demonstrate experience and qualifications to complete the requested Services. Describe the firm's management and organizational structure, and how that structure aids the delivery of project services - including chain of command and process for managing flexible services projects, including contact person (Project Manager) and their backup for project related issues. Describe qualifications and proficiencies to complete the requested Services including the firm's experience working with relevant regulatory agencies. Describe the firm's experience with relevant tasks such as water demand forecasting, hydraulic modeling using InfoWater, seismic evaluations, water utility climate resilience planning, water utility renewable energy technologies, water system master planning and cost estimating for both surface and groundwater sources, and water utility financial analysis and planning. Describe the firm's approach to the project to provide cost-effective services at competitive costs, and right-sizing the project team.

**C. Proposer's Capabilities**

Demonstrate capability to complete the requested Services. Provide an explanation of how the Proposer can accommodate the technical elements of work assigned under the Agreement, including any limitations. Describe the firm's approach to adjusting schedules when needed, or adjusting your level of effort in order to meet a schedule and keep a project within a stated budget. Describe internal procedures and policies related to project management, quality assurance/quality control and cost control. Describe the firm's approach to ensure best-value services for the project.

**D. Proposed Project Schedule**

Include a brief schedule for the completion of the project services and the deliverables identified in Section 2.1. Include the proposed start and end dates.





License Number (if applicable)

SEAL (if Proposal is by a Corporation)

ATTEST:

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:**                    **CONTRACT NO. 2022-005:**  
**WATER SYSTEM MASTER PALN UPDATE**  
**PROJECT**

The City has considered the **PROPOSAL** submitted by you for the above-described work.

You are hereby notified that your Proposal has been accepted for an amount not to exceed of \$ \_\_\_\_\_.

You are required to execute two originals of the **AGREEMENT** and furnish the required **Original Certificates of Insurance** within ten (10) calendar days from the date of receipt of this notice.

If you fail to execute said Contract and to furnish said **Original Certificates of Insurance** within ten (10) days from the date of this Notice, the **CITY** will be entitled to consider all of your rights arising out of the **CITY'S** acceptance of your **PROPOSAL** as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **CITY**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF THE DALLES, OREGON**

By: \_\_\_\_\_

Title: Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

By \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

this the \_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Title \_\_\_\_\_



## **PART 2 CONTRACT FORMS**

WATER SYSTEM MASTER PLAN UPDATE PROJECT  
CONTRACT NO. 2022-005

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CONTRACT # 2022-005**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF THE DALLES, OREGON, A MUNICIPAL CORPORATION** herein called the "**CITY**" and \_\_\_\_\_, herein called the "**CONSULTANT**," for the project entitled "**WATER SYSTEM MASTER PLAN UPDATE PROJECT**", **CONTRACT NO. 2022-005**, as per the attached proposal, in amount not to exceed of \_\_\_\_\_.

**IN CONSIDERATION** of the mutual covenants and promises between the parties hereto, it is hereby agreed that the **CONSULTANT** shall furnish consulting services and the **CITY** shall make payment for the same, all in accordance with the terms and conditions set forth in this **AGREEMENT**, including all attachments and addenda which are appended hereto by mutual agreement of the parties.

The **CITY** and **CONSULTANT** agree as follows:

**1. CONSULTANT'S DUTIES**

1.1 The **CONSULTANT** agrees to perform the following professional services in connection with the project:

1.1.1. All tasks stated in the Supporting Documents.

1.1.2. All subordinate tasks not specifically referenced in subparagraph 1.1.1 hereof, but necessary to the full and effective performance of the tasks specifically referenced.

1.1.3. Furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, permits, reference and background data and information, including subconsultants approved under this **AGREEMENT**; and

provide all office space and any equipment necessary to perform all tasks except as otherwise provided in the Supporting Documents.

1.1.3.1 Carry at least the types and amounts of insurance listed below. The insurance shall be maintained in effect for the term of the proposed project. In the case of Professional Liability insurance, the term of the proposed project shall mean its design life.

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Comprehensive General Liability- Combined Single Limits	\$500,000 (each occurrence) \$1,000,000 (aggregate)
Automobile Liability- Combined Single Limits liability	\$500,000 All vehicles covered. Hired and non-owned auto
Professional Liability	\$2,000,000

1.1.3.2 The certificates of insurance for the Comprehensive General Liability and Automobile Liability policies shall name the CITY as additional insured and shall provide for thirty (30) days notice to the CITY of any cancellation of the insurance policy.

1.1.3.3 The responsibility for proper and adequate Workers' Compensation coverage is the CONSULTANT'S. In the event the CONSULTANT'S insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the CITY covering each and every subcontractor shall be filed with the CITY prior to commencement of such subcontract operations. Prior to commencing work under this

**AGREEMENT**, the **CONSULTANT** shall provide the **CITY** with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ORS Chapter 656.

1.1.3.4 Public liability and property damage insurance shall protect the **CONSULTANT** and its subcontractors performing work covered by this **AGREEMENT** from claims for damages for personal injuries and property damage which may arise from its operations under this **AGREEMENT**, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by either. Policy must include coverage for products/completed operations.

## **2. CITY'S DUTIES**

2.1. In accordance with the terms and conditions of this **AGREEMENT**, the **CITY** shall compensate the **CONSULTANT** for its professional services outlined in Article 1 herein as follows:

2.1.1. The **CITY** shall pay to **CONSULTANT** amounts not to exceed limits set within the attached proposal for performance of all services set out in Article 1 of this **AGREEMENT**.

2.1.2. In the event the **CITY** has paid the **CONSULTANT** for an identified project, and **CONSULTANT** has not completed performance of all services set forth in Article 1 of this **AGREEMENT**, **CONSULTANT** shall be obligated to finish performance of such services.

## **3. GENERAL PROVISIONS**

3.1 All work performed pursuant to this **AGREEMENT** shall be performed according to the terms and conditions of this **AGREEMENT**, the Supporting Documents



and be completed within nine (9) months of Notice to Proceed issuance.

3.2 All drawings, survey notes, specifications, and other work products of the **CONSULTANT** for this Project are instruments of service for this Project only and shall remain the property of the **CITY** whether the Project is completed or not.

**CONSULTANT** shall not be responsible for any damages resulting from unapproved modification of such work products by the **CITY** or its agents, or from their use for any other purpose than that for which they were intended and furnished, notwithstanding any other provision of this **AGREEMENT** to the contrary. All plans, drawings, specifications, data, maps, studies and other information, including all copies thereof furnished by the **CITY** shall remain the property of the **CITY**. They are not to be used by **CONSULTANT** on other work and, with the exception of the **AGREEMENT** and Supporting Documents, are to be returned to the **CITY** on request at the completion of the work.

3.3 This **AGREEMENT** and any attachments represent the entire and integrated **AGREEMENT** between the **CITY** and the **CONSULTANT** and supersede all prior negotiations, representations, or agreements, either written or oral. This **AGREEMENT** may be amended by written instrument signed by the **CITY** and the **CONSULTANT**. Amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

3.4 This **AGREEMENT** shall be governed by the law of the State of Oregon.

3.5 No party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond

the control of the other or the other's employees and agents.

3.6. In the event any provision of this **AGREEMENT** shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.7. The **CONSULTANT** shall, within ten (10) calendar days after the execution of the **AGREEMENT** and before awarding any subcontract, furnish the **CITY** with a list of proposed subconsultants, and shall not employ any that the **CITY** may object to as incompetent or unfit.

3.8. The **CONSULTANT** agrees that it is as fully responsible to the **CITY** for the negligent acts and omissions of its subconsultants and of persons either directly or indirectly employed by them as it is for the negligent acts and omissions of persons directly employed by it.

3.9. Nothing contained in the **AGREEMENT** shall create any contractual relations between any subconsultant and the **CITY**.

3.10. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this **AGREEMENT**, and none of the provisions of this **AGREEMENT** shall be held to be waived or modified by reason of any act whatsoever except for a written waiver or modification executed by the parties. No evidence of modification or waiver other than evidence of any such written waiver or modification shall be introduced in any proceeding.

3.11. Indemnification

3.11.1. The **CONSULTANT** shall indemnify, defend, and hold harmless

the CITY, its officers, employees, and agents, from all claims, demands, actions, and suits, including appeals, to the extent caused by any negligent act, error, or omission of the CONSULTANT in the course of project.

**4. SPECIAL PROVISIONS**

4.1. The CITY and CONSULTANT agree that:

4.1.1. This AGREEMENT shall commence on \_\_\_\_\_, 2022, and all parties' obligations hereunder shall be performed on or before \_\_\_\_\_.

4.1.2. Notices relating to this AGREEMENT shall be given:

a). CITY: Dave Anderson, Public Works Director, 1215 W. First Street, The Dalles, Oregon, 97058.

b). CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2. The "Supporting Documents" referenced herein are hereby made a part hereof, and consist of the following:

- A. Conditions of the Contract
- B. The Consultant's Written Proposal, attached
- C. Agreement
- D. Notice of Award and Notice to Proceed

**IN WITNESS WHEREOF** the parties have caused this **AGREEMENT** to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF THE DALLES**

\_\_\_\_\_  
**Matthew B. Klebes, City Manager**

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**Jonathan Kara, City Attorney**  
Clerk

\_\_\_\_\_  
**Izetta Grossman, CMC, City**

**CONSULTANT**

**By:** \_\_\_\_\_  
Name / Title

**Date:** \_\_\_\_\_

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CONTRACT NO. 2022-005  
WATER SYSTEM MASTER PLAN UPDATE PROJECT**

You are hereby notified to commence **WORK** in accordance with the **AGREEMENT** dated \_\_\_\_\_, on or before \_\_\_\_\_.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **CITY**.

**CITY OF THE DALLES  
PUBLIC WORKS DEPARTMENT**

By \_\_\_\_\_

Title **Public Works Director**

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

By \_\_\_\_\_  
(Company Name)

this the \_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Title \_\_\_\_\_



# **PART 3**

# **CONDITIONS OF THE CONTRACT**

## TABLE OF CONTENTS

<b>Section 1.0</b>	<b>SOLICITATION INFORMATION AND REQUIREMENTS .....</b>	<b>3</b>
1.1	SUMMARY OVERVIEW .....	3
1.2	QUESTIONS AND CLARIFICATIONS .....	3
1.3	PROTESTS.....	4
1.4	PROPOSAL SUBMISSION REQUIREMENTS.....	5
1.5	PREQUALIFICATION.....	6
<b>Section 2.0</b>	<b>SCOPE OF WORK.....</b>	<b>7</b>
2.1	PROJECT DEFINITION.....	7
2.2	EXTRA WORK.....	9
<b>Section 3.0</b>	<b>PROPOSAL EVALUATION &amp; CONSULTANT SELECTION.....</b>	<b>10</b>
3.1	EVALUATION PROCESS.....	10
3.2	SCORING CRITERIA.....	10
<b>Section 4.0</b>	<b>CONTRACT AWARD REQUIRMENTS.....</b>	<b>12</b>
4.1	AWARD OF CONTRACT.....	12
4.2	EXECUTION OF CONTRACT.....	13
4.3	CONSULTANT RESPONSIBILITIES.....	13
<b>Section 5.0</b>	<b>MEASURMENT AND PAYMENT.....</b>	<b>13</b>
5.1	NOT TO EXCEED.....	13
5.2	PAYMENT OF WORK.....	14
5.3	PROGRESS PAYMENTS.....	14
5.4	DEFERMENT OF PAYMENTS.....	14
5.5	FINAL ESTIMATE AND PAYMENT.....	15
5.6	ACCEPTANCE OF FINAL PAYMENT.....	15

## **Section 1.0 SOLICITATION INFORMATION AND REQUIREMENTS**

### **1.1 SUMMARY OVERVIEW**

The City of The Dalles is seeking a Consultant to provide engineering services to update the City's Water System Master Plan. The existing Master Plan was completed in 2006. The selected consultant shall review the existing Master Plan, evaluate the adequacy of existing facilities, and develop a plan for major maintenance of and improvements to the City's water system to meet the growth and development opportunities within the City's service area and existing Urban Growth Boundary of the community through the year 2043 (20 years). The updated Plan shall include an evaluation of the City's water supply, storage, treatment and distribution systems in terms of condition, integrity, remaining service life, capacity, and seismic and climate resiliency. It will also identify potential opportunities for development of related renewable energy systems. The updated Plan will include a recommended 20-year Capital Improvement Plan, a financial analysis including a water utility rate study, and an evaluation of Water System Development Charges (SDCs). The updated Master Plan will be submitted to Oregon Health Authority (OHA) Drinking Water Services and shall comply with the OHA regulations for Master Plan preparation and submission. All work must be conducted in accordance with the contract documents.

All entities or individuals who may submit Proposals or who do submit Proposals, or both, in response to this Request for Proposals ("RFP") are referred to as "Proposers;" after Proposal evaluations and negotiations are complete, each Proposer entering a project specific contract with the City will be designated as the "Consultant" in the applicable Contract.

The Services and associated deliverables are further described in Section 2.0, scope of work. City and Consultant will negotiate amount payable under the contract and delivery schedule prior to entering the Contract.

The Contract is anticipated to start in October 2022 and is to be completed within **eighteen (18) months** of issuance of a Notice to Proceed. Contingent upon the City's need and Consultant's performance - City reserves the right to amend any Contract time for additional time up to one hundred twenty (120) days beyond the initial term for project completion. City reserves the right to amend this Contract for additional compensation contingent upon the availability of approved funding, City's need and Consultant's performance.

Contract performance is based on described tasks with described deliverables. Scope of work is described in Section 2.0. Contract payment method will be based on the type of deliverables accepted by City, based on Consultant's negotiated fee proposal rates, up to a maximum Not-to-Exceed (NTE) amount.

A pre-Proposal meeting is mandatory and will be scheduled by the City as identified in the Advertisement for Proposals. The purpose of the pre-Proposal meeting is to explain the RFP requirements and to answer any questions Proposers may have. Proposers are cautioned that official RFP requirements will change only by written addenda issued by the City.

### **1.2 QUESTIONS AND CLARIFICATIONS**

#### **1.2.1 PROPOSER QUESTIONS**

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services may be submitted in writing or phone to the City's Project Manager.



CONTACT INFORMATION:

Dave Anderson, Public Works Director – Project Manager  
1215 West 1<sup>st</sup> Street  
The Dalles, OR 97058  
PHONE: (541) 506-2008 (office); (541) 980-1446 (cell)  
FAX: (541) 296-4346  
E-mail: danderson@ci.the-dalles.or.us

Answers to questions City receives and that City, in its sole discretion, determines are substantive, will be issued as official Addenda to this RFP. When appropriate as determined by City in its sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions will be issued as official Addenda to this RFP. Changes or modifications to this RFP shall be binding on City only if in the form of written Addenda issued by the City.

1.2.2 ADDENDA

In the event City determines to issue an Addendum to the RFP, such Addenda shall be posted to the City’s website at [https://www.thedalles.org/jobs\\_bids/index.php](https://www.thedalles.org/jobs_bids/index.php). Proposers will be responsible for checking the website regularly for Addenda and additional information for the project.

1.2.3 CITY QUESTIONS

City may require any clarification it needs to understand the Proposer’s Proposal. Any necessary clarifications or modifications which are in the best interest of the City may be made before the Proposer is awarded a Contract, and some or all of the clarifications or modifications may become part of the final Contract.

**1.3 PROTESTS**

1.3.1 SOLICITATION (RFP) PROTEST REQUIREMENTS

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP. Potential Proposers may submit protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the Project Manager **in writing no later than seven (7) calendar days prior to the Proposal submission deadline**. City will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. City will resolve all timely submitted protests in accordance with Contract Review Board Rules. City will address all timely submitted requests for change within a reasonable time following City’s receipt of the request and once addressed, will promptly issue a written decision on the request to the Proposer who submitted the request.

1.3.2 AWARD PROTEST REQUIREMENTS

Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection to the City’s Project Manager within **seven (7) calendar days after the date of the selection notice**. City will not consider any protest submitted after this submission deadline. The protesting Proposer must claim that protesting Proposer is within the group of higher ranked Proposers with whom the City will negotiate Contracts because the

## Conditions of the Contract

Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Services. City will resolve all timely submitted protests in accordance with Local Contract Review Board Rule 03-0240(3). Proposers who have been notified that they are not selected may make an appointment to view the RFP files.

### 1.3.3 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. The City shall not be liable for the Proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

### 1.3.4 PUBLIC RECORDS

This RFP, and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by City and made a part of City's records. Proposals shall be opened to public inspection in accordance with ORS 279C.410. If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Proposer must clearly designate the portions of its Proposal Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. **Identifying the Proposal in whole as exempt from disclosure is not acceptable.** If Proposer fails to identify the portions of the Proposal Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for non-disclosure of that information.

## **1.4 PROPOSAL SUBMISSION REQUIREMENTS**

Each Proposal must comply with the following **Pass/Fail** requirements. City will reject Proposals that do not meet ALL requirements of this Section 1.4.

### 1.4.1 PROPOSAL SHEET

The Proposal must include a completed Proposal Sheet on the form provided in the Proposal Requirement Section in this RFP, signed by a duly authorized representative empowered to bind the Proposer (at least one original signature).

### 1.4.2 PROPOSAL SUBMISSION DEADLINE

Due to the ongoing COVID-19 pandemic, procedures for proposal submissions and public proposal openings have been amended. Proposals must be submitted no later than **July 21, 2022 at 2:00 p.m. Pacific Standard Time.**

### 1.4.3 QUANTITY OF PROPOSALS

One electronic submission of each Proposal is required.

### 1.4.4 DELIVERY ADDRESS

**Proposals must be submitted via email to: [thedallesbids@ci.the-dalles.or.us](mailto:thedallesbids@ci.the-dalles.or.us)**, at which time the email account designated for Proposal receipt will be accessed. Note: Immediately following the electronic submission of a Proposal, Proposers will receive confirmation that the Proposer's email has been received. **THE DUTY IS ON THE PROPOSER TO ENSURE THAT THE REQUIRED PROPOSAL DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR PROPOSALS.**

#### 1.4.5 FORMAT FOR PROPOSAL SUBMISSIONS

The Proposal must be organized in accordance with the list of Scoring Criteria categories in Section 3.2. The Proposal must not exceed twenty (20) pages, *excluding* the Proposal Form, tabs or indexes, additional list of references, a cover letter not to exceed two (2) pages, and resumes of project team members; detailed resumes of proposed team members may be included as appendices to the proposal and are to be limited a maximum of two (2) pages per team member. Additionally, each Proposal is limited to a maximum of 20 MB PDF size. **If a Proposer submits a Proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages. Proposals which exceed the file size limit may not be received as exceeding the City's email capacity.** The Proposer may choose how to allocate pages between any sections, within the overall limit.

One (1) page is defined as: one side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

#### 1.4.6 TERMS AND CONDITIONS

By Proposal submission, the selected Proposer(s) agree(s) to be bound by the City's Terms and Conditions as set out in the contract, and as they may have been modified or reserved by the City for negotiation. **Any Proposal that is received conditioned on City's acceptance of any other terms and conditions or rights to negotiate will be rejected.** Any subsequent negotiated changes may be subject to prior approval by the City Attorney.

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers, however, City will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies submitting a Proposal must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, City reserves the right to enter into an ORS Chapter 190 agreement with any government body for the Services. Alternatively, City reserves the right to cancel this RFP if it would be in the public interest as determined by City, and enter into an ORS Chapter 190 agreement with a government body.

#### 1.4.7 MINIMUM QUALIFICATIONS - REGISTERED PROFESSIONAL ENGINEER

Consultant may not provide design services unless the work is under the full authority and responsible charge of an Oregon Registered Professional Engineer (PE) as defined in ORS 672.002(2). The name and license number of at least one registered professional engineer performing design services under this RFP must be attached to the Proposal Form. The engineer must be currently registered in active status with the State of Oregon, and must supervise and direct the work proposed under the Contract. Consultant shall place their official Oregon Registered PE certified seal and signature on all final reports, maps, design drawings, and specifications furnished to City as required by Oregon law.

### 1.5 PREQUALIFICATION

Each proposer shall prequalify in accordance with the procedures established by the City. Statements on the enclosed form must be submitted to the project manager at [danderson@ci.the-dalles.or.us](mailto:danderson@ci.the-dalles.or.us) at least thirteen (13) days before the scheduled proposal opening date. A record of past projects of this type and current financial statement will be required to establish the ability of Consultant to perform the intent of the contract.

PASS/FAIL - PROPOSAL SUBMISSION CHECKLIST FOR USE BY PROPOSERS	
<input type="checkbox"/>	Pre-proposal meeting attended
<input type="checkbox"/>	Proposal Form included and authorized original Signature obtained
<input type="checkbox"/>	Submission Deadline date and time met
<input type="checkbox"/>	Proposal format met
<input type="checkbox"/>	Proposal does not include Conditional Language about Terms and Conditions
<input type="checkbox"/>	Minimum Qualifications met including Oregon PE
<input type="checkbox"/>	Prequalification submitted at least thirteen (13) days before scheduled proposal opening proposal

## Section 2.0 SCOPE OF WORK

### 2.1 PROJECT DEFINITION

The City of The Dalles (City) is seeking high quality and responsible services from a qualified and experienced individual or firm to provide water system master planning at a competitive price. The existing Master Plan was completed in 2006. In performance of the work to be performed, the selected Consultant will review the existing Master Plan and other City-provided studies and plans, evaluate the adequacy of existing facilities, and develop a plan for major maintenance and improvements to the City’s water system to meet the growth and development opportunities within the City’s service area and existing Urban Growth Area (excluding the Chenoweth Water PUD service area) through the year 2043 (20 years). The updated Plan shall include an evaluation of the City’s water supply, storage, treatment, and distribution systems in terms of condition, integrity, remaining service life, capacity, security, and seismic and climate resiliency. It will also identify potential opportunities for development of related renewable energy systems. The updated Plan will include a recommended 20-year Capital Improvement Plan which will identify major maintenance and water system enhancement projects, the estimated cost of each project, and a proposed schedule for implementation. The Consultant will conduct financial analyses including a water utility rate study and an evaluation of Water System Development Charges (SDCs); the financial analyses are to include rate and SDC recommendations that consider adequacy, affordability, and competitiveness with other similar cities. The updated Master Plan will be submitted to Oregon Health Authority Drinking Water Services (OHA-DWS) and shall comply with the OHA regulations for Master Plan preparation and submission; Consultant will correct any plan deficiencies identified by OHA-DWS within the negotiated not-to-exceed price for the work. All work must be conducted in accordance with the contract documents.

### Background

The City of The Dalles is a municipal water supplier with a service population of approximately 12,500. About 85% of its annual water supply is surface water from The Dalles Municipal Watershed and 15% is from native groundwater sources. The water utility is operated within the City’s Public Works Department and made of up two Divisions – Water Treatment and Water Distribution. The Water Treatment Division employs 8 full time employees and provides for management of The Dalles Municipal Watershed including Crow Creek Dam, 24/7 staffing and operation of a Class 4 conventional water treatment plant which was originally constructed in 1949, and a certified microbiology laboratory. The Water Distribution Division employs 9 full time employees and is responsible for operation and maintenance of water delivery infrastructure including two water transmission pipelines from the treatment plant to the City, 5 above-ground steel finished-water reservoirs, 3 deep wells, 3 pump stations, 16 pressure zones regulated by 62 mainline pressure reducing valves, 5010 water meters and 100 miles of water mainline piping. The water system utilizes a Wonderware-based SCADA system incorporating Allen-Bradley PLCs to monitor and control water treatment and distribution systems;

## Conditions of the Contract

portions of the SCADA system are now 25 years old. The City recently completed its required water system Risk and Resiliency Assessment (RRA) which is expected to help inform this Water Master Plan update. The RRA report is considered a secure document and will only be provided to the selected Consultant for use in this project.

The City's water system supplies a number of users for which uninterrupted water supply is critical including a regional hospital, fruit and food processing industries, metals recycling and data centers.

A number of water system projects are currently underway at various levels of implementation. A major project to replace the Dog River Diversion Pipeline, which currently provides about half of the City's annual water supply, is under construction. The City has obtained a limited license to implement an Aquifer Storage and Recovery (ASR) program to increase future water supplies and improve system resiliency. Other near-term plans include construction of two new wells (one of which will be ASR-compatible), a new reservoir, a booster pump station and supporting mainline piping to serve commercial and industrial users. City will provide the selected Consultant with the following background items:

- The Dalles Water Master Plan, May 2006
- The Dalles Water Management and Conservation Plan, November 2014
- Water Reservoir Seismic Resilience Assessment, December 2014
- The Dalles Water Management and Conservation Plan Benchmark Report, January 2020
- The Dalles Water System Risk and Resiliency Assessment, June 2021
- Groundwater technical memorandum, July 2020
- 310 Zone Buildout Infrastructure Analysis technical memorandum, December 2020
- Water Supply Analysis for Buildable Lands Assessment in the 310 Zone technical memorandum, January 2021
- Computerized hydraulic model of the City's water system in InfoWater
- Buildable Lands Inventory Memorandum, 2016
- Employment Lands Assessment
- City of The Dalles Geologic Hazards Study, 2011
- Comprehensive Land Use Plan, 2011

## **Project Parameters**

The scope of work under this project shall, at a minimum, address the following items.

- Assess the capacity, condition, and service life of the City's existing water system infrastructure.
- Develop water system demand projections over the next 20 years utilizing information from The Dalles Planning and Public Works Departments, State of Oregon, and population projections from Portland State University in accordance with industry standards.
- Summarize the City's current water supplies and water rights and develop a plan to meet the projected future water demands of the utility addressing source-development, needed water rights, and distribution/storage systems.
- Validate the City's computerized hydraulic model, InfoWater, and verify water demands by customer classes.
- Assess the seismic and climate resilience and security risks to the City's water system; identify opportunities to address critical vulnerabilities as warranted.
- Identify and develop concept-level cost estimates for cost-effective renewable energy opportunities associated with the water utility infrastructure.

## Conditions of the Contract

- Assess the City water system’s ability to comply with current and anticipated drinking water, worker safety and wastewater discharge regulations; identify recommended capital improvements needed for compliance.
- Develop a 20-year Capital Improvement Plan (CIP) to meet the projected future water demands, regulatory compliance (including drinking water, worker safety, discharge and TMDL regulations), security, resilience, and major maintenance (such as cast iron pipe replacement and reservoir painting) needs of the City’s water utility in a cost-effective manner. The CIP shall, at a minimum, identify the projects to be completed, an estimate of the cost of each project, a recommended project schedule, and an indication of whether a project is eligible to be funded with SDCs. Identify potential funding sources to implement the CIP. The CIP shall estimate the impacts of inflation on costs in the project schedule.
- Conduct a water utility rates analysis to meet the utility’s operational, maintenance, and CIP needs while considering affordability to customers and equity across customer classes; develop utility rate options that can be considered for implementation.
- Conduct an analysis of Water System Development Charges (SDCs) and develop options for future Water SDCs considering their adequacy to fund needed improvements, affordability, and competitiveness with other comparable utilities.
- Participate in at least two public meetings to review Master Plan recommendations and present utility rate and SDC options.

### **Meetings**

The Consultant shall plan to conduct a minimum of eight meetings as follows: one kick-off meeting with City staff to review project objectives, constraints, approach, background materials, and schedule; a minimum of four progress or topic-focused meetings (approximately 20%, 50%, 75%, and 95% completion or, alternatively, workshops focused on topics like “water treatment plant condition and seismic resilience”, “draft CIP”, etc.) held with City staff; one meeting with City staff to present the final product after OHA-DWP review; two public meetings to present the CIP and rate and SDC options. Meetings may be conducted virtually as appropriate and, except for the public meetings, it will be Consultant’s responsibility to host any virtual meetings in a format that City can accommodate and that allows effective sharing of relevant information.

### **Deliverables**

Consultant shall provide City with the following deliverables. Final products may be provided in Portable Document Format (pdf) and an editable format. Digital text documents for City review/comment shall be in Microsoft Word; spreadsheets shall be in Microsoft Excel; GIS/data/shape files shall be compatible with ArcMAP V. 10.6; CAD drawings shall be compatible with Autodesk Civil 3D 2019.

#### Project Documents:

- Project Work Plan and Schedule – 1 digital copy
- Monthly progress reports
- 20% Completion Draft Plan for City staff review/comment –1 digital copy
- 50% Completion Draft Plan for City staff review/comment – 1 digital copy
- 75% Completion Draft Plan for City staff review/comment – 1 digital copy
- 95% Completion Draft Plan for City staff review/comment and OHA-DWS review/comment – 1 digital and 5 hard copies
- Final Water Master Plan package – 1 digital copy and 15 hard copies of documents

## Conditions of the Contract

Digital submissions of Project Documents and Data may be delivered on USB Flash Drive media or, if approved by City, by email.

### 2.2 EXTRA WORK

Upon the written order of the City, the Consultant shall perform extra work. If extra work is of a kind for which specifications are given in the contract, the extra work shall be performed in accordance with the contract. If extra work is of a kind not covered by the contract, the extra work shall be performed as ordered by the City in writing.

## Section 3.0 PROPOSAL EVALUATION & CONSULTANT SELECTION

### 3.1 EVALUATION PROCESS

City will evaluate Proposals in accordance with the evaluation procedures set forth below. Proposals received on time will be reviewed against the pass/fail Proposal Submission Requirements identified in Section 1.5. Proposals meeting those criteria will be forwarded to an evaluation committee of at least three individuals that will independently review, score and rank Proposals according to the Scoring Criteria set forth in **Section 3.2**.

The outcome of the Evaluation process may, at the City's sole discretion, result in:

- (a) notice to Proposer(s) of selection or rejection for tentative contract negotiation and possible award;
- (b) further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- (c) cancellation of the RFP and either re-issuance of the RFP in the same or revised form or no further action by City with respect to the RFP.

City reserves the right to reject any or all Proposals and reserves the right to cancel this RFP at anytime if doing either would be in the public interest as determined by City. City is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation stages. All Proposals will become part of the public file without obligation to City.

### INTERVIEWS

Interviews may be conducted if deemed necessary by the City. In the event that the City deems interviews to be necessary the City will schedule approximately 45 minutes for each presentation and a question-and-answer session. The maximum points awarded for interviews will be 100 points and will be added to the scoring criteria overall score.

### REFERENCES

City may use references to obtain additional information, break tie scores, verify information, etc. Proposers must provide references as required on the Pre-Qualification and Proposal forms.

### 3.2 SCORING CRITERIA

Scoring will be based on the categories described below. The Proposer must describe how Proposer meets the requirements that are specified in this RFP as related to the subsections below. Be clear and concise.

#### 3.2.1 UNDERSTANDING OF REQUESTED SERVICES

**20 Points**

- Demonstrate a clear and concise understanding of the scope of work as described in Section 2.0.
- List projects and contract services performed within the last five (5) years by type and location, most comparable to the requested Services; provide contact information for project references.

## Conditions of the Contract

- For a total of three of the most recent projects or contracts (in any combination) listed, include a brief description of project, utility size, location, duration and objectives; a chronological time line describing the tasks performed by the Proposer to fulfill the project objectives; and the actual project budgets.
- For each of the three projects or contracts (in any combination) above, indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.

### 3.2.2 PROPOSER'S GENERAL QUALIFICATIONS

**30 Points**

Demonstrate experience and qualifications to complete the requested Services.

- Describe your firm's management and organizational structure, and how that structure aids the delivery of project services - including chain of command and process for managing flexible services projects, including contact person (Project Manager) and their backup for project related issues.
- Describe qualifications and proficiencies to complete the requested Services including your firm's experience working with relevant regulatory agencies.
- Describe your firm's experience with relevant tasks such as water demand forecasting, hydraulic modeling using InfoWater, seismic evaluations, water utility climate resilience planning, water utility renewable energy technologies, water system master planning and cost estimating for both surface and groundwater sources, and water utility financial analysis and planning.
- Describe your firm's approach to the project to provide cost-effective services at competitive costs, and right-sizing the project team.

### 3.2.3 PROPOSER'S CAPABILITIES

**20 Points**

Demonstrate capability to complete the requested Services.

Response must include:

- An explanation describing how the Proposer can accommodate the technical elements of work assigned under the Agreement, including any limitations. Describe your firm's approach to adjusting schedules when needed, or adjusting your level of effort in order to meet a schedule and keep a project within a stated budget.
- An explanation of internal procedures and policies related to project management, quality assurance/quality control and cost control.
- A description of your firm's approach to ensure best-value services for the project.

### 3.2.4 PROPOSED PROJECT SCHEDULE

**10 Points**

Include a brief schedule for the completion of the project services and the deliverables identified in Section 2.1. Include the proposed start and end dates. Describe your projected resource availability for the anticipated duration of the project.

### 3.2.5 PROJECT TEAM, QUALIFICATIONS AND AVAILABILITY

**20 Points**

Demonstrate Proposer's team qualifications and experience relating to the requested Services.

Response should address the following:

- Extent of principal involvement.
- List names, titles, responsibilities, and availability of key members who are anticipated to perform Services.
- List of sub-contractors, their addresses, and Services proposed to be generally committed to each.
- Qualifications (including any specified licenses or certifications) and relevant individual experience for all key team members likely to perform Services, including sub-contractors.



Conditions of the Contract

- Proportion of time Proposer estimates that key team members will be allocated to the project.
- Short description of Proposer’s experience using teams on similar or related projects.

3.2.6 SUPPORTING RESOURCES

10 Points

- Demonstrate Proposer’s resources available to be allocated for the proposed scope of Services (examples: compatible computer equipment or software, administrative or technical support, etc.).
- Describe any specialties or unique strengths that relate to the Services requested in this RFP. Include a brief description of new or innovative equipment or techniques you may be using.

LIST OF SCORING CRITERIA FOR USE BY PROPOSERS	
	<u>MAXIMUM SCORE</u>
<input type="checkbox"/> Understanding of Requested Services	<u>20</u>
<input type="checkbox"/> Proposer’s General Qualifications	<u>30</u>
<input type="checkbox"/> Proposer’s Capabilities	<u>20</u>
<input type="checkbox"/> Proposed Project Schedule	<u>10</u>
<input type="checkbox"/> Project Team, Qualifications and Availability	<u>20</u>
<input type="checkbox"/> Supporting Resources	<u>10</u>
Total or Subtotal Score	<u>110</u>
<input type="checkbox"/> Interviews (if needed)	<u>100</u>
Total Score	<u>210</u>

**Section 4.0 CONTRACT AWARD REQUIREMENTS**

**4.1 AWARD OF CONTRACT**

Following scoring and ranking of Proposals by the evaluation committee, City will begin negotiating a Contract with the highest ranked Proposer. City will direct negotiations toward obtaining written agreement on Consultant’s performance obligations and performance schedule, payment methodology including unit costs (labor rates, mileage, overhead and profit mark-ups), and a maximum amount payable to Consultant that is fair and reasonable to City as determined solely by City taking into account the value, scope, complexity and nature of the engineering services to be provided. The City anticipates that a single award will be made under this solicitation.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a contract within a reasonable amount of time, City may end the formal solicitation.

The City's obligation to award this contract is contingent upon appropriation or approval of expenditure of funds. The City's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal year are contingent upon appropriation and approval of funds for that purpose. This contract shall expire at the end of the current fiscal year unless the City has allocated funds for the following year and has provided prior written notification to the Consultant.

The award of a contract, or the rejection of all proposals, will be made by the City within 90 calendar days after the date of opening the proposals. Acceptance of a proposal will be a written Notice of Award issued by the City Manager or designee. No other act of the City will constitute the award of a

Conditions of the Contract

contract. The award of a contract by the City shall bind the successful proposer to furnish liability insurance, as required, and to execute the contract. The City desires to award the contract for the professional services and to fully complete the project within eighteen (18) months of issuing the Notice to Proceed. The effective date of the contract shall be the initial date of authorization of the contract between the City and the Consultant.

If this contract is awarded to a Consultant not domiciled in or registered to do business in the State of Oregon, and the contract price exceeds \$10,000, the Consultant shall comply with the Department of Revenue reporting requirements in order that final payment may be issued.

**4.2 EXECUTION OF CONTRACT**

The City will issue the contract within ten (10) work days after award and forward a copy to the successful proposer. The proposer to whom the contract is awarded shall, within ten (10) work days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract, in duplicate, along with required original insurance certificates and any undertakings satisfactory to the City Attorney. The insurance certificates shall cover all areas set out in the contract documents and shall be issued by a company licensed to do business in the State of Oregon which is acceptable to the City Attorney. The insurance shall be maintained in effect for the term of the proposed project (in the case of professional liability insurance the term of the proposed project shall mean its design life). The certificates of insurance, except that for Professional Liability insurance, shall name the City of The Dalles as additional insured. All insurance certificates shall provide for thirty (30) days notice to the City of any cancellation of the insurance policy. Failure on the part of the successful proposer to execute the contract will be just cause for cancellation of the award. The City may then award the contract to the next-best acceptable proposal, re-advertise the work, or take such other lawful course the City deems expedient. After the contract has been executed and all required insurance certificates have been received and approved by the City Attorney, the City will issue a written notice to proceed at a kick-off meeting or before.

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Comprehensive General Liability- Combined Single Limits	\$500,000 (each occurrence) \$1,000,000 (aggregate)
Automobile Liability- Combined Single Limits	\$500,000 All vehicles covered. Hired and non-owned auto liability
Professional Liability	\$2,000,000

**4.3 CONSULTANT RESPONSIBILITIES**

The Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables finalized in Section 2.0 – Scope of Work, whether the Consultant, a representative of Consultant, or sub-contractor of Consultant produces them.

## **5.0 MEASUREMENT AND PAYMENT**

### **5.1 NOT TO EXCEED**

Not to exceed cost means an amount not to be exceeded by the Consultant for the work described in the contract documents. Amount is subject to additions and deductions which may only be made in accordance with the contract documents. Consultant represents, warrants, and guarantees to the City that the total maximum cost to be paid by the City for the Consultants complete performance under the contract documents, including but not limited to, final completion of all work, all services of the Consultant under the contract, and all fees, compensation and reimbursements to the Consultant shall not exceed the amount as shown in the project proposal documents unless authorized by the City. Costs which would cause the “Not to Exceed” price to be exceeded shall be paid by the Consultant without reimbursement by City.

### **5.2 PAYMENT FOR WORK**

The Consultant shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work.

The quantities listed in the proposal schedule do not govern final payment. Payments to the Consultant will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement.

### **5.3 PROGRESS PAYMENTS**

At a regular period each month the Consultant will submit an invoice for the estimated amount and value of work accomplished and the estimated amount and value of acceptable material to be incorporated in the completed work which has been delivered and acceptably stored. The sum of these values will be defined as the value of work accomplished. The value of work accomplished will be subject to verification and approval by the inspector. The City will make payment within thirty (30) days of receipt of invoice, except in the case of the final estimate and payment.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown are subject to correction in the final estimate.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered and shall in no manner relieve the Consultant from obligations under the contract.

Progress payments will be equal to the value of work accomplished (subject to the verification and approval of the inspector), less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the City. Payments for the work done will be made by the City on or about the end of each calendar month.

### **5.4 DEFERMENT OF PAYMENTS**

No final payment will be made until all orders made by the City to the Consultant in accordance with the contract are complied with, and all claims or liens filed or prosecuted against the City contrary to the contract are satisfied.

## Conditions of the Contract

In the event a complaint or charge of unlawful employment practices pursuant to the provisions of ORS 659 is filed against the Consultant with the Commissioner of Labor, and the Commissioner of Labor issues a cease-and-desist order as defined in ORS 659, no further payments will be made until all of the provisions of the cease-and-desist order have been complied with by the Consultant.

### **5.5 FINAL ESTIMATE AND PAYMENT**

The Consultant shall notify the City when work is considered complete and the City shall, within 15 workdays after receiving the notice, either accept the work or notify the Consultant of the work yet to be performed. If the work is accepted, the City shall notify the Consultant and will make a final estimate and recommend acceptance of the work as of a certain date. Within thirty (30) days of approval and acceptance by the City, the Consultant will be paid a total payment equal to the amount due under the contract.

Prior to final payment, the Consultant shall deliver to the City a receipt for all amounts paid or payable to the Consultant and a release and waiver of all claims against the project or City arising from or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and all other obligations have been fully and finally settled, or are fully covered by insurance.

### **5.6 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the Consultant of the final payment shall release the City from all claims and all liability to the Consultant for all things done or furnished in connection with the work, and for every act of the City and others relating to or arising out of the work.