



LANE COUNCIL OF GOVERNMENTS (LCOG)

REQUEST FOR QUALIFICATIONS

FACILITY CONDITION ASSESSMENT

Contract FY17-18-LCOG 01

STATEMENTS OF QUALIFICATIONS DUE:

**4:00 P.M. Pacific time
Monday, May 29, 2018**

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1.0 INVITATION

The Lane Council of Governments seeks Statements of Qualifications from qualified consultants for the development of a Facility Condition Assessment for buildings and infrastructure at 859 Willamette Street, Eugene, Oregon, known as the PPB. Based upon the responses received to this Request for Qualifications (RFQ), LCOG intends to employ a consultant to evaluate the physical condition of existing PPB facilities, develop and prioritize options, prepare final documents, and present recommendations to an internal committee and the LCOG Executive Director.

Briefly, the work requested in this RFQ is for developing a Facility Condition Assessment and Plan for the PPB that will guide LCOG in producing a master plan for the Building.

Interested respondents must submit the information called for in Section 5.0 of this RFQ to Howard Schussler, Government Services Division Director, at the email address stated below, which must be received no later than 4:00 p.m., local time, May 29, 2018.

To be considered, responses must be submitted electronically in accordance with these instructions:

1. Responses must be submitted as an attachment to an email, submitted to: hschussler@lcog.org
2. The subject line of the email must clearly identify the submittal as a response to this RFQ for the PPB Facilities Condition Assessment.
3. The response document must be submitted in PDF format only.
4. Responses must not include .zip files, or be more than 30MB in size.

All responses must be received by 4 p.m., Pacific time, May 29, 2018.

Interested parties may download a complete set of RFQ documents from: <http://www.lcog.org/>

LCOG may issue an addendum to modify or add to the terms of the RFQ, or to change the time or date for submission of proposals. Any addendum will be issued by LCOG in writing not less than 72 hours prior to the deadline for receipt of statements, and available on the previously listed website or from the person identified above for receipt of statements of qualifications. Each respondent to this RFQ is responsible to verify for itself if any addendum has been issued prior to submission of its statement; LCOG is not responsible to notify individual prospective respondents of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the statements submitted and will become part of any resulting contract.

LCOG may reject any statement not in compliance with all prescribed proposal procedures, requirements, rules, or laws, and may reject for good cause any and all statements upon LCOG's finding that it is in the public interest to do so.

2.0 OVERVIEW

LCOG is soliciting professional services to conduct a comprehensive and detailed Facility Condition Assessment and analysis of the building and facilities and miscellaneous structures in the PPB including developing an asset inventory, identification of current facility condition deficiencies, recommendations for correcting deficiencies, cost estimates for repairs and or upgrades, and

a forecast for future capital renewal cost.

The PPB, located at 859 Willamette Street in Eugene, Oregon, is a five-story multi-tenant general office building with ground floor retail spaces. It has approximately 68,665 square feet of gross building area and 60,421 square feet of rentable space, with a full basement included in the rentable area. The building was constructed in 1981 with a major remodel to the 4th and 5th floors in 2007-08.

The PPB also houses the Milo Mecham Willamette Internet Exchange (MMWIX) and will soon house the MMWIX II, a second internet exchange; the exchanges are at the heart of downtown Eugene high speed fiber projects.

The project objectives are:

- To develop an inventory of building systems, equipment, and infrastructure assets at the PPB.
- To calculate the costs for all identified projects, utilizing an agreed upon published construction and remodeling cost estimating data and format.
- To rank and prioritize all projects by priority and anticipated life cycle.
- To provide a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance.
- To enhance facility planning capabilities and compare conditions between building infrastructure and system components by addressing the highest priority needs and future needs.
- Make recommendations, where noted, for improving building infrastructure and system components with the goal of extending building use-life.
- To provide a long term tool (software worksheet/workbook) for LCOG to use to modify and update data after the completion of the project.

The information developed during the facility condition assessment will be used by various employees and committees within LCOG to develop budgets, strategic plans, and a master plan for the PPB.

3.0 SCOPE OF SERVICES

The scope of services requested in this RFQ is for an Assessment by qualified architectural and engineering professionals for the PPB. The Assessment shall include a comprehensive inspection of all building system components to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action.

The specific RFQ elements are detailed below:

On-site Assessment: Evaluate the existing construction, structural, and mechanical, electrical and plumbing (MEP) with an analysis of such problems that might exist in the buildings that shall require long or short-term attention. The primary goal of the Assessment is to identify all maintenance, repair and replacement requirements. In addition, recommended upgrades and improvements where applicable will be identified.

- Inventory all maintainable equipment within the building and collect the following information to be inputted into a structured spreadsheet:

Equipment

- | | | |
|---|---|--|
| <input type="checkbox"/> Boilers | <input checked="" type="checkbox"/> Package HVAC Unit Condenser Units | <input checked="" type="checkbox"/> Compressors |
| <input type="checkbox"/> Chillers | <input checked="" type="checkbox"/> Major Exhaust Equipment | <input checked="" type="checkbox"/> Fire Alarms |
| <input type="checkbox"/> Cooling Towers | <input checked="" type="checkbox"/> Hot Water Heaters | <input checked="" type="checkbox"/> Electrical Service Equipment |

- Air Handling Units
- Ducts

◆ Commercial Overhead Doors

Equipment Data

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Equipment type | <input type="checkbox"/> Model number | <input type="checkbox"/> Service Type |
| <input type="checkbox"/> Location | <input type="checkbox"/> Serial number | <input type="checkbox"/> Capacity |
| <input type="checkbox"/> Function and area served | <input type="checkbox"/> Installation date | <input type="checkbox"/> Interval |
| <input type="checkbox"/> Manufacturer | | |

- The Assessment will include entering accessible crawl spaces, and attic spaces.
- If the visual inspection of a component indicates the need for an in-depth study, analysis, or specialized inspection, the cost of the recommended specialized inspection will be included in the report. However, the performance of such inspections will not be included in this scope of work.
- The Assessment should be structured and include all necessary information to assign an industry standard building system classification.
- The Assessment will focus on the following property elements:
 - Substructure – foundations, basements, tunnels
 - Exterior Systems - roofs, walls, window systems, doors, ceilings and ceiling systems
 - Interior Construction - walls, doors, flooring, visible structural components
 - Interior Finishes: Flooring, ceiling, wall finishes
 - Health/Fire/Life Safety systems, emergency egress lighting
 - Handicap Accessibility - ADA requirements
 - Heating, Ventilation, and Air Conditioning
 - Plumbing Systems
 - Building Electrical and Service Distribution
 - Fire Suppression
 - Special Electrical Systems and Emergency Power
 - Elevators* (an assessment of elevators was previously completed and the results of that assessment will be integrated with this Assessment – no further action will be needed)
 - Sidewalks, exterior lighting
 - Water

Analysis of Assessment Information: Evaluate the information generated from the condition assessment data to determine trends and comparisons.

The contractor will provide an expanded evaluation and analysis providing projections and analyses for the following areas:

- Deficiency costs summarized by building system for the building.
- Deficiency costs summarized by Priority.
- Deficiency costs summarized by Category type.
- Calculation of the Facility Condition Index (FCI) for each building component or facility.
- Multi-year annual expenditure forecast for the building.

- The contractor will utilize life cycle analysis to develop component renewal costs. A facility's useful life is limited by the durability of its systems, and generally does not fail as a whole but as individual components or systems. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age, condition, and intended use. The contractor will report the life cycle costs at the component-level, and building-level, and will provide a grand total for the PPB's entire portfolio.

- Each deficiency and project shall include the following decision making classifications, prioritizing each action according to its criticality and classification type:

DEFICIENCY PRIORITIES

Each deficiency identified in the field assessment shall be prioritized in the following manner:

- **Priority 1 Currently Critical**
Conditions in this category require immediate action to:
Correct a cited safety hazard
Stop accelerated deterioration
Return a facility to operation

 - **Priority 2 Potentially Critical**
Conditions in this category, if not corrected expeditiously, will become critical within a year.
Situations within this category include:
(a) intermittent operations
(b) rapid deterioration
(c) potential life safety hazards

 - **Priority 3 Necessary - Not yet critical**
Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

 - **Priority 4 Recommended**
Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

 - **Priority 5 Appearance**
Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

 - **Priority 6 Does Not Meet Current Codes/Standards - "Grandfathered"**
Conditions in this category include items that do not conform to existing codes, but are "grandfathered" in their condition. No action is required at this time, but should substantial work
-

be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

DEFICIENCY CATEGORIES

Each deficiency identified in the Assessment shall be classified in the following manner:

- **Category 1- Scheduled Maintenance**
Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.
 - **Category 2 - Deferred Maintenance**
Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.
 - **Category 3 - Capital Renewal**
Planned replacement of building systems that have reached the end of their useful life.
 - **Category 4 - Energy & Sustainability**
When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.
 - **Category 5 - Security**
When a system requires replacement due to a security risk or requirement.
- The contractor shall develop an expenditure plan, which is a schedule of all deficiencies and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.
 - The contractor shall develop a Capital Reserve Cost Estimate Table based on a replacement reserve analysis that includes anticipated replacement for major component items typically defined as predictable and in some instances to be recurring within a ten to twenty year future period. Items anticipated to be less than approximately \$5,000 to repair or replace are generally considered to be part of routine maintenance and are generally omitted from the Replacement Reserve.
 - The contractor's analysis will include the calculation of the facility condition index (FCI) for each system component in the PPB's portfolio, as applicable. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

Facility Condition Assessment Report: Using the data collected during Assessment and analysis phase, the contractor will provide a comprehensive narrative report with a separate report for each facility. Reports will be submitted in accordance with the schedule, or as agreed upon during contract negotiations.

The Assessment report package will contain the following components:

1.0 Executive Summary

- Deficiency costs summarized by building system across all facilities.
- Deficiency costs summarized by Priority across all facilities.
- Deficiency costs summarized by Category type across all facilities.
- Calculation of the Facility Condition Index (FCI) for each facility
- Multi-year annual expenditure forecast for each facility.

2.0 Asset Description and Condition

A detailed description of building assets and equipment, detailing the observed condition and deficiencies, noting deficiency causes and providing recommendations to correct the deficiency.

3.0 Asset Inventory

A list of the information provided and collected for each asset, such as equipment type,

manufacturer, model number, serial number, capacity, and year installed.

4.0 Photographs

Provide digital photographs for each facility and piece of equipment inventoried. Exterior photographs will be used for building identification and documentation of structural problems, major site deficiencies, or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.

5.0 Expenditure Forecast

A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

4.0 EVALUATION AND SELECTION

4.1 Procurement Method

LCOG is conducting this RFQ pursuant to LCOG's Public Contracting Rule Exemption E-17 Personal Service Contracts which can be found here:

<http://lco.org/AgendaCenter/ViewFile/Item/1987?fileID=8729>

LCOG seeks statements of qualifications that will enable LCOG to determine which service provider and solution will best meet LCOG's needs. LCOG expects this RFQ will result in a single contract with a single vendor for the preferred solution.

4.2 Statements of qualifications not available for Public Inspection at the Opening.

No formal opening will occur in connection with this procurement.

4.3 Distribution of statements of qualifications

Statements of qualifications will be distributed to members of LCOG's evaluation committee. In submitting a statement of qualification, each Proposer agrees that LCOG may reveal any trade secret or other confidential materials contained in the statement to LCOG staff and Board members for purposes of evaluating and ranking statements of qualifications.

4.4 Evaluation

Statements of Qualifications will be evaluated by an LCOG evaluation committee. A recommendation for selection may be made on the basis of the Statements of Qualifications, or LCOG may, at its discretion, elect to interview one or more respondents prior to making a recommendation. LCOG will make the contract award based on the statements of qualifications received to the respondent that LCOG believes will provide the greatest value to LCOG, on the basis of qualifications, experience, resources, proposed services, proposers' past record of performance for LCOG, price and other factors identified in the RFQ, as well as responses received from references, and interviews and follow-up questions, if any.

Each response will be evaluated by the evaluation committee on the basis of how it corresponds to the factors, information, and requirements included in the RFQ. Based upon the evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more respondents. Interviews may include a presentation by the proposer and questions regarding the services to be provided.

5.0 CONTACT INFORMATION

All questions regarding this RFQ must be directed to:

Howard Schussler

Government Services Division Director
LCOG
859 Willamette Street,
Suite 500
Eugene, OR 97401
541.682.4007
hschussler@lco.org

Questions must be received prior to close of business on **May 22, 2018** to be considered. A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and posted on LCOG's website no later than **May 24, 2017**.

If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, LCOG will extend the closing date. Any addenda will be posted on LCOG's website on the Audit Committee page and emailed to proposers who have submitted their proposals. Any addendum issued as a result of any change in the RFP must be acknowledged on the "Signature Page" enclosed in Section 11 of this RFP.

Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications are without legal effect.

6.0 REQUIRED INFORMATION FOR STATEMENTS OF QUALIFICATIONS

The submitted written proposal must respond to each of the following required elements in the order in which they are listed below. Proposals are to be prepared 8 ½" x 11" inch format, double-sided, with typeface/font no smaller than eleven 11 point. Each page must be numbered in sequence and the proposal in its entirety may not exceed 20 pages, not including the: (a) cover page, (b) table of contents, (c) evidence of licensure, certification, and training, and (d) project examples.

1. Complete the attached signature page.
2. Complete and include the attached Respondent's Statements and Certifications Form along with an IRS Form W-9.

3. State whether the firm is licensed to do business in the State of Oregon.
4. Provide a brief overview of your organization. Include number of years providing Facility Condition Assessments and the types and sizes of the facilities.
5. Provide an overview of your ability to provide professional services related to facility assessments, building conditions, and facility plans for a multi-story, multi-use building with all system components and facilities typically found in this type of building.
6. Describe the services the firm can offer to LCOG to complete the work elements below. Define the approach, proposed time schedules, methodologies, and resources available.
 - Develop an inventory of building systems, equipment, and infrastructure assets.
 - Complete an analysis of the condition of the building, system components, and equipment with recommendations for maintenance, repair, and replacement.
 - Develop a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance with costs estimates and replacement recommendations.
 - Develop a Capital Reserve Cost Estimate Table.
7. Provide the names and briefly discuss the experience and qualifications of the individuals who would be assigned to this project and attach their resumes, including a description of their likely role on the team. Please indicate which individuals employed by your firm or on your proposed project team are a Licensed Architect or a Registered Professional Engineer in the discipline of civil, structural, electrical or mechanical specialties. In addition, provide evident of certification or training in Professional Condition Assessment courses.
8. Provide examples of the Facility Assessment work your firm has completed that are similar to the PPB effort, including a brief description of how you think those projects can provide lessons or examples for LCOG. If possible, provide links to key or exemplary complete Building Facility Assessments that are most equivalent to LCOG's PPB effort.
9. Review the attached standard LCOG contract form, and discuss any concerns you may have with any clauses.
10. Provide references from not fewer than three clients for whom your firm has provided similar services for and would be representative of the work anticipated under this request. LCOG reserves the right to investigate the past performance of any submitting firm with respect to its successful performance of similar projects, compliance with contractual obligations, and its completion or delivery of a project on schedule. Please ensure that your references are prepared to speak to us regarding your service and operation, and provide us with

Name of Organization:
 Length of Time as Client:
 Client's location:
 Name of Contact:
 Contact's Telephone and Email:
 Name of project(s) completed with this Client

11. Submit a completed Insurance Coverage document reflecting contractor meets the insurance requirements set forth in the contract (Attachment 1, Appendix A). Proposers taking exception must submit a request for a change with their proposal. :

7.0 PREPARATION AND SUBMISSION OF STATEMENTS

7.1 Statement Preparation

Respondents are responsible to read and understand all portion of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their submissions. To be responsive, submissions must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFQ. Statements must be submitted in the required form and containing all required documents and responses, be signed by the respondent or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Statements of Qualifications.

Each respondent must be an “equal opportunity employer” and agrees that, in performing the work called for by this proposal, respondent shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, color, sex (including pregnancy), national origin, religion, age, disability, or genetic information and shall comply with all applicable provisions of ORS 279C.500 through 279C.565; and Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

7.2 Responses Subject to Oregon Public Records Law

Statements submitted for this RFQ will become public records under Oregon law and, at the conclusion of the contract process, will be subject to disclosure to any person or organization that submits a public records request. Statements will not be released until either a notice of intent to award has been issued or the contracting process has been cancelled. Respondents are required to acknowledge that any statement may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each respondent must clearly identify all information included in its submission that is claimed to be exempt from disclosure. If LCOG receives a records request, including subpoena, covering information the respondent believes is covered by an applicable public records exemption, it is the respondent’s responsibility to defend and indemnify LCOG for any costs associated with establishing such an exemption.

7.3 Statement Submission

Statements must be received by the time and date stated for receipt in the Invitation to Submit Statement of Qualifications. To be considered, statements must be submitted in the form and manner stated in the Invitation, responses to all criteria and requirements included in the RFQ, other documents required to be submitted, if any, and contain the number of copies required. By submitting a statement, respondent acknowledges that the respondent has read and understands the terms and conditions applicable to this RFQ, and accepts and agrees to be bound by the terms and conditions of the solicitation, including the obligation to perform the scope of work and meet the performance standards. LCOG reserves the right to modify this schedule at LCOG’s discretion. Proper notification of changes will be made to all interested parties.

Event Completion Date & Time

Advertisement and Release of Proposals	May 7, 2018
Submission of Proposals due by 4pm	May 29, 2018
Proposals evaluated by	June 4, 2018
Interviews conducted on	June 7, 2018
Contract awarded	June 12, 2018

7.4 Validity Period, Correction, Withdrawal, and Late Submissions

Each proposal shall be irrevocable for a period of ninety (90) days from the date of the scheduled proposal opening. A respondent may withdraw its submission at any time prior to the deadline set for receipt of proposals, and may submit a new submission in the manner stated in the Invitation to Submit Statements of Qualifications. All withdrawals must be submitted in writing to Howard Schussler, Government Services Division Director, LCOG, 859 Willamette Street, Eugene, OR 97401, or at hschussler@lcog.org.

LCOG will not consider statements of qualifications received after the time and date indicated for receipt of statements. A respondent may not modify its submission after it has been sent to the LCOG, other than to address minor informalities, unless the submission is withdrawn and resubmitted as described above.

8.0 CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

8.1 Clarifications

If a respondent finds discrepancies or omissions in the RFQ documents, or is in doubt as to their meaning, the respondent must immediately notify the public officer designated for receipt of statements of qualifications or other person identified for submission of questions. If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than 72 hours prior to the deadline for receipt of statements of qualifications, and available on the LCOG webpage at www.lcog.org/ or from the person identified above for receipt of submissions. The requirements or clarifications contained in any addenda so issued must be included in the responses submitted and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFQ of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

8.2 Protest of Solicitation Documents

A prospective respondent may protest the competitive selection process or provisions in the RFQ documents if the respondent believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for receipt of statements in the Invitation to Submit Statements of Qualifications not less than 10 days prior to the deadline for submission of such statements.

LCOG will consider the protest if the protest is timely filed and contains:

- (a) Sufficient information to identify the solicitation that is the subject of the protest;
- (b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) The relief sought.

If the protest meets these requirements, LCOG will consider the protest and issue a decision in writing. If the protest does not meet these requirements, LCOG will promptly notify the

prospective respondent that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. LCOG will issue its decision on the protest not less than 2 business days before submissions are due, unless a written determination is made by LCOG that circumstances exist that justify a shorter time limit.

9.0 OPENING OF STATEMENTS OF QUALIFICATIONS

LCOG will not examine any statement prior to the time stated for receipt of statements. The public officer designated for receipt of proposals may, as time allows, verify that the attachments to an emailed submission were received intact, and may but is not required to notify a respondent that an emailed submission was received in a defective form.

Any proposal or modification received after the designated deadline will not be opened or considered. The statements submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure as described above.

10.0 QUALIFICATIONS EVALUATION AND FURTHER PROCUREMENT

10.1 Compliance with Laws and Minimum Requirements

Statements will be reviewed by LCOG for responsiveness to the minimum requirements established by RFQ, which may include:

- (a) Compliance with proposal procedures and public contracting laws.
- (b) Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

10.2 Qualifications Evaluation

LCOG will evaluate the statements submitted based on the responsiveness of the actual statements of qualifications to the requirements established in the Required Elements for Statements of Qualifications, considering qualifications, experience, resources, proposed services, proposers' past record of performance for the LCOG, and other factors identified in the RFQ, as well as responses received from references and follow-up questions, if any.

In evaluating the statements, LCOG reserves the rights to:

- (a) Reject any and all submissions,
- (b) Issue subsequent Requests for Qualifications for the same or similar goods or services,
- (c) Not continue with the procurement process or proceed to award a contract for the requested services,
- (d) Waive any irregularities or informalities,
- (e) Approve all statements which LCOG deems to be the most beneficial to the public and LCOG,
- (f) Negotiate with a sole qualified respondent, without re-advertising, and
- (g) Further question any respondent to substantiate claims of experience, background knowledge, and ability.
- (h)

10.3 Mistakes in Submissions

Minor informalities may be waived. Mistakes discovered after submission where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFQ, the statement may not be accepted. LCOG reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

10.4 Cost of preparing statements of qualification

The RFQ does not commit LCOG to paying any costs incurred by any respondent in the submission or presentation of a statement of qualifications, or in making the necessary studies for the preparation of a statement.

11.0 RESPONDENT'S STATEMENTS AND CERTIFICATIONS FORM

RESPONDENT'S STATEMENTS. Respondent offers to provide the required services in accordance with the requirements of the Request for Qualifications (RFQ) stated above and the enclosed submission, and attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this statement.

ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW. By execution of this form, the undersigned respondent acknowledges that its entire submission is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the submission, or in an itemization attached hereto.

CERTIFICATIONS. By signing this Respondent's Certification form, respondent certifies that:

1. Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
2. Non-Collusion. This response is submitted without connection or agreement with any individual, firm, partnership, corporation, or other entity submitting a response for the same services, and is in all respects fair and free from collusion or collaboration with any other respondent.
3. Compliance with Tax Laws. Respondent has, to the best of respondent's knowledge, complied with Oregon tax laws in the period prior to this submission, including: (a) all tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318, (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its facility, goods, services, operations, receipts, income, performance of or compensation for any work performed, and (c) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its facility, goods, services, operations, receipts, income, performance of or compensation for any work performed, and any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the Respondent's Statements and Certifications as stated above.

Authorized signature

Proposer's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

Contact name (if different)

Contact telephone number



CONTRACT

Attachment 1

Lane Council of Governments Personal Services Contract To Provide Personal Services Relating To:

THIS AGREEMENT entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and _____, hereinafter referred to as CONSULTANT, whose address and telephone are _____ LCOG's primary contact for this Contract ("Contract Administrator") is _____.

NOW THEREFORE it is agreed that:

1. EFFECTIVE DATE; DURATION. The agreement term shall be effective _____, 2018, and continue until _____, 2018, or until terminated by either party with fifteen days written notice as outlined in Article 9. Unless terminated or extended, this Contract shall expire when LCOG accepts Contractor's completed performance or on _____ 2018, whichever date occurs first.

2. STATEMENT OF WORK. In accordance with the terms and conditions of this Contract, Contractor shall perform the services as scheduled ("Work") and as set forth in Contractor's proposal dated _____, and incorporated herein by this reference, Exhibit A.

3. CONTRACT DOCUMENTS. In the event of a conflict between or among the terms of this instrument, any proposal and/or request for proposals, the following order of precedence shall prevail: (a) this instrument, (b) the request for proposal, (c) the proposal. Nothing herein shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained herein or in LCOG's request for proposal.

LCOG's Request for Qualifications dated _____, 2018, is attached hereto as Exhibit "B" and incorporated herein by this reference.

4. CONSIDERATION. LCOG shall pay Contractor the sum of \$_____ for satisfactory accomplishment of the Work required by this Contract for FY2016-17. Fees for additional years, if renewed, would be as follows; FY 2017-18 - \$_____, FY 2018-19 - \$_____, FY 2019-20 - \$_____ and FY 2020-21 - \$_____. If Contractor requires a fee adjustment for any of the ensuing fiscal year audits, FY 2017-18 through FY 2020-21, the Contractor must provide notice to LCOG in writing 180 days prior to the end of the fiscal year for which the audit would be performed. As an example for the FY 2017-18 audit, the Contractor would need to give notice to LCOG on or before January 1, 2018 of a change in the fee proposal of \$_____.

5. BILLING AND PAYMENT SCHEDULE. At least thirty (30) days prior to due date of payment, Contractor shall prepare and submit to **LCOG, ATTENTION:** _____, **859 Willamette**

Street, Eugene OR, 97401, an invoice of services rendered. Payment shall be made upon Contract Administrator's approval and acceptance of Contractor's completed Work described herein. Interim payments to Contractor for partial completion of tasks or services may be made only upon prior written authorization of LCOG's Executive Director.

6. AVAILABILITY OF FUNDS. LCOG has sufficient funds currently available and authorized for expenditure to finance costs of this Contract within LCOG's current fiscal period; provided, however, that continuation or extension of the Contract after the end of the fiscal period in which this Contract is written is contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future LCOG-approved budgets, LCOG may terminate this Contract without further liability by giving Contractor not less than 30 days' notice. In determining the availability of funds, LCOG may use the annual budget adopted for it by its Board of Directors.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES & WITHHOLDING.

Consultant is not currently employed by LCOG, and will not be under the direct control of LCOG. The service or services to be rendered under this contract are those of an independent Consultant who is not an officer, employee or agent of the LCOG as those terms are used in ORS 30.265. Contractor is not to be considered an officer, employee or agent of LCOG for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits (including, but not limited to, social security, Public Employees Retirement System benefits (PERS), workers' compensation and unemployment insurance benefits) that LCOG's provides its employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract.

8. ASSIGNMENT AND SUBCONTRACTORS. Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate duties hereunder, either in whole or in part, without LCOG's prior written consent; provided, however, that money due to Contractor may be assigned, if LCOG is given written notice thereof, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of LCOG. LCOG may rescind this Agreement if an assignment is made without the prior written consent of LCOG. The rights hereunder may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of LCOG. In no instance shall LCOG's consent to an assignment of rights or delegation of duties relieve Contractor of any obligations under this contract. Any assignee, transferee or subcontractor shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract.

9. TERMINATION. The parties may jointly agree to terminate this agreement and upon the terms of such termination. LCOG may terminate this contract at any time for any reason or for no reason with any liability on its part, except to pay for services previously provided by giving Consultant 15 days written notice.

a. **Remedies.** (i) In the event of termination, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by LCOG, less previous amounts paid and any claim(s) which LCOG has against Contractor.

b. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of

this Contract, Contractor shall immediately cease all activities under this Contract, unless LCOG expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to LCOG all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon LCOG's request, Contractor shall promptly surrender to anyone LCOG designates, all documents, research or objects or other tangible things needed to complete the work.

10. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods earthquakes, fires, acts of God, acts of the public enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a party's reasonable control and without the fault or negligence of the party. The affected party, however, shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not be the basis for additional compensation payable to the Contractor.

11. MODIFICATION. Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by LCOG and Contractor, which increases or decreases the cost to LCOG over the agreed sum or changes or modifies the Statement of Services or Delivery Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification. In the event that Contractor receives any communication of whatsoever nature from LCOG that Contractor contends gives rise to any modification of this Contract, Contractor shall, within 15 calendar days after receipt, make a written request for modification to LCOG. Contractor's failure to submit such written request for modification in a timely manner is a basis upon which LCOG may refuse to treat said communication as a modification. In connection with any modification to the Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment and other costs. If Contractor incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then LCOG shall be responsible for payment of only those costs for which it has agreed to pay.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and executive orders applicable to the Work to be performed under this Contract. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules or regulations shall not relieve Contractor of these obligations or the requirements of this Contract. Without limiting the foregoing, Contractor shall comply with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318 during the term of this Contract. Contractor shall also comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, color, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279A, 279B and 279C relating to public contracts. The required contract conditions of ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 are hereby incorporated herein by this reference and made binding upon LCOG's and Contractor. Contractor shall safeguard

consumer personal information pursuant to ORS 646A.600 to 646A.628 (the Oregon Consumer Identity Theft Protection Act). The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract.

13. REPRESENTATIONS AND WARRANTIES; STANDARD OF CARE. Contractor represents and warrants to LCOG that:

- a. If Contractor is an entity (as opposed to a natural person), Contractor is duly organized and validly existing, in good standing under the laws of the jurisdiction of its organization and is duly qualified and authorized to do business and is in good standing in all jurisdictions where it is required to be so qualified.
- b. Contractor has the legal power and authority to: i. Transact the business in which Contractor is engaged and presently proposes to engage and ii. Execute, deliver and perform this Contract.
- c. Contractor has all licenses and permits necessary to perform the contract.
- d. The execution, delivery and performance of this Contract by Contractor do not: e. Contravene any applicable provision of any law, statute, rule or regulation, or any order, writ, injunction or decree of any court or governmental entity; ii. Conflict with or result in any breach of any agreement to which Contractor is a party; or iii. Violate any provision of any organizational documents of Contractor if Contractor is an entity (as opposed to a natural person).
- f. When executed and delivered, this Contract shall constitute the legal, valid and binding obligation of Contractor enforceable in accordance with its terms, except to the extent that the enforceability may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- g. Contractor has complied with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318.
- h. The Work under this Contract shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.

The warranties as to standard of care set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

14. OWNERSHIP OF WORK PRODUCT. Contractor is an independent contractor for purposes of determining whether Contractor's work product is "work made for hire" under provisions of the U.S. Copyright Act, 17 U.S.C. §§ 101 - 101. If Contractor's work meets the definition of a work made for hire by an independent contractor, then the work shall be considered a work made for hire and LCOG shall be deemed the work's author. If Contractor's work does not meet the definition of work made for hire by an independent contractor, then Contractor hereby irrevocably assigns and transfers to LCOG all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor waives and releases all rights relating to the use of the work described in or encompassed by the Statement of Work of this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by LCOG or others for purposes outside the scope of the Statement of Work of this Contract shall be without liability to Contractor. If Contractor is an architect providing professional architectural services, any plans, drawings and other work product produced within the scope of work of this contract are the property of the Contractor; by execution of this Contract, Contractor grants LCOG an

exclusive and irrevocable license to use that work product.

15. INDEMNITY. The Consultant agrees to release and shall indemnify, defend, and hold harmless LCOG, its officials, employees, agents and volunteers from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorney fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors or omissions of the Consultant and/or its agents, employees or subcontractors associated with the Work.

16. INSURANCE. Contractor, at Contractor's own expense, shall provide all insurance called for in Appendix D Insurance Coverage Required. As evidence of the insurance coverage required by this contract, the Consultant shall furnish a certificate of insurance to: **LCOG, ATTENTION:** _____, **859 Willamette Street, Eugene Or., 97401** The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Consultant is self-insured under the laws of the State of Oregon, Consultant shall provide appropriate declarations of coverage.

Consultant shall not cancel, materially change, or not renew insurance coverages. Consultant shall notify LCOG, of any material reduction or exhaustion of aggregate limits. Should any policy be cancelled before final payment to LCOG and should Consultant fail to immediately procure other insurance as specified, LCOG reserves the right to procure such insurance and charge Consultant for the cost thereof. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the Consultant fail to immediately procure such insurance as specified, LCOG reserves the right to procure such insurance and to charge the cost thereof to Consultant.

17. LIMITATION OF LIABILITIES. Neither party shall be liable in contract, tort, strict liability, warranty or otherwise for (i) any special, indirect, incidental, consequential or non-economic damages resulting from or in any way related to this Contract, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system, or (ii) any damages of any sort whatsoever arising solely from the termination of this Contract in accordance with its terms; provided, however, the provision of this paragraph do not apply to liability arising under or relating to Section 9(e)(ii)(Termination) or Section 15 (Representations and Warranties; Standard of Care).

18. RESPONSIBILITY FOR PAYMENT OF DAMAGES - Nothing contained in these insurance requirements is to be construed as limiting the extent of Consultant's responsibility for payment of damages resulting from Consultant's operation under this contract.

19. NOTICE. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or LCOG at the address or number as identified herein above, or to such other addresses or numbers as either party from time to time may designate in writing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against LCOG, such facsimile transmission must be confirmed by telephone notice to the Contract Administrator. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

20. NO THIRD PARTY BENEFICIARIES. LCOG and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

21. CONFLICT OF INTEREST. Contractor hereby represents that no employee of LCOG, or any partnership or corporation in which an LCOG's employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

22. SURVIVAL. Expiration shall not extinguish or prejudice LCOG's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties and guarantees made in, required by or given by the Contractor in accordance with this Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the Contractor, completion of the Work and termination or completion of the Contract.

23. DISPUTE RESOLUTION. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency. If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

1. The location of the arbitration shall be in Eugene, Oregon;
2. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
 - a. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
 - b. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

24. CAPTIONS. The captions or headings in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

25. ENTIRE AGREEMENT. This Agreement any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby

deemed waived, superseded and abandoned.

26. WAIVER. Failure of LCOG to enforce any provision of this contract shall not constitute a waiver or relinquishment by the LCOG of the right to such performance in the future nor of the right to enforce that or any other provisions of this contract.

27. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

28. WHISTLEBLOWER PROTECTION. The consultant shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.

AGREED TO BY THE PARTIES HERETO:

CONTRACTOR

LANE COUNCIL OF GOVERNMENTS

AUTHORIZED SIGNATURE

BRENDALEE WILSON
EXECUTIVE DIRECTOR

Date

Date

Tax ID # OR Social Security #: _____

**APPENDIX A
INSURANCE COVERAGE REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of LCOG as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

___ **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

___ Explosion & Collapse
___ Underground Hazard

___ \$2 million per occurrence
___ Oregon Tort Claim limits currently at \$1 million combined single limit per accident or occurrence;
\$2 million all claimants per accident or occurrence (aggregate)

___ Products/Completed Operations

___ Other

___ Contractual Liability

___ Broad Form Property Damage

___ Owners' & Contractors' Protective

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by LCOG.

___ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below.

LIMITS

___ \$2 million combined single limit per accident for bodily injury and property damage
___ Sufficient under the Oregon Tort Claims limits
___ \$1 million combined single limit per accident or occurrence
___ \$1 million all claimants per accident or occurrence (aggregate)

___ **PROFESSIONAL LIABILITY** insurance – with limits not less than \$1 million per occurrence.

___ **ADDITIONAL INSURED CLAUSE** The general and auto liability insurance coverage's required for performance of this contract shall be endorsed to name LCOG and its board, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to LCOG. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

___ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for

persons performing work under this contract. Any subcontractors hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY ___ Limits of \$500,000.

___ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to LCOG Human Resources at 541-682-4502.