

REQUEST FOR PROPOSALS
FOR
Construction Management / General Contracting Services (CM/GC)
Deschutes County Courthouse Expansion Project
1100 NW Bond Street Bend

(Document #2022-240)

Deschutes County
Bend, Oregon



Issued: March 18, 2022

Proposal Closing Date:

April 14, 2022, 2:00 pm PST

Request for Proposals

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SECTION 1

GENERAL INFORMATION

1.1 INTRODUCTION

Deschutes County is requesting proposals from qualified General Contractors for the Construction Management/General Contracting (CM/GC) services for the Deschutes County Courthouse Expansion Project

Work will consist of tenant improvements of:

The intent of the project is to develop a ~ 38,000-40,000 s.f. addition to the existing Courthouse that was constructed in 1977. The new addition will consist of approximately 29,000 s.f. of finished space for new Courtrooms, Jury Assembly, Hearing Rooms, Court Security Screening, Administration and 9,000 s.f. of basement Secure Parking & In-custody Transport.

1.2 PROJECT ORGANIZATION

Deschutes County Facilities has retained PlanB Consultancy to provide project management oversight and owner's representative services on behalf of the County.

1.3 SCHEDULE OF EVENTS

The County anticipates the following schedule for procurement for this project:

March 18, 2022	RFP Advertisement in DJC, The Bend Bulletin, and on Deschutes County website
April 4, 2022	Mandatory Site Walk-through/Pre-Proposal Meeting for eligible proposers: 8:00 a.m.
April 6, 2022	Questions/Requests for Clarification due by 4:00 p.m.
April 8, 2022	Final Addendum Issued by 5:00 pm
April 14, 2022	Proposal Due Date: 2:00 p.m.
April 18-22, 2022	Review Proposals and Schedule Interviews
May 3, 2022	Conduct Interviews (between 8:30 am – 12:30 pm)
May 10, 2022	Estimated Issuance of Notice of Intent to Award
May 17, 2022	Estimated Award Protest Period Ends
June 1, 2022	Estimated Approval and Contract Execution

Anticipated Project Schedule:

Complete Schematic Design:	July 2022
Complete Design Development:	mid-December 2022
Completion of Construction Documents:	late April 2023
Permit set(s) to City of Bend:	late April 2023
GMP Establishment:	mid May 2023
Start of Construction:	mid-October 2023
Desired Occupancy:	January 2025

1.4 QUESTIONS AND REQUESTS FOR CLARIFICATION

All questions must be submitted via email to Mike DiPasquale, PlanB Consultancy, at mdipasquale@planbconsut.net by 4 p.m. (PST), April 6, 2022. Responses to all submitted questions that require additional information or clarification will be sent to all firms who attended the mandatory pre-proposal meeting in the form of an addendum to this RFP by 5 pm on April 8, 2022.

1.5 ELECTRONIC PROPOSAL DELIVERY

Proposals must be received via email to mdipasquale@planbconsult.net no later than **2:00 p.m. (PST), April 14, 2022. Proposals received after the deadline will not be considered.**

Proposer shall submit Proposal without extensive artwork not essential to the utility and clarity of the Proposal. Please limit content to no more than 25 pages.

1.6 SUBMISSION NOTICE

NOTE: All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. ***Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

1.7 MANDATORY SITE VISIT AND PRE-PROPOSAL CONFERENCE

An informational mandatory pre-proposal conference will be conducted on site on April 4, 2022 at 8:00 a.m., at the project site, 1100 NW Bond Street Bend OR 97703. **We ask that only one representative from each firm attend.**

The purpose of the conference is to discuss the County's expectations, to perform a walkthrough of the existing conditions, and to answer questions. All firms wishing to submit a proposal must be represented at this meeting. **A second non-mandatory site visit may be scheduled on a date and time to be determined for firms that attended the mandatory meeting who wish to further investigate/review existing conditions.**

An addendum will be issued following this meeting to formalize any County responses to proposer questions.

End of Section 1

SECTION 2

AUTHORITY, OVERVIEW, AND SCOPE OF WORK

2.1 AUTHORITY, METHOD, PROJECT OVERVIEW AND SUMMARY

Deschutes County is issuing this RFP in accordance with DCC 2.37 and pursuant to ORS 279C.337 and applicable provisions of OAR.

2.2 CM/GC SERVICE PHASES

The services requested of the CM/GC shall be provided in two phases:

- 1 Preconstruction Services: Consultation with Deschutes County and its design and project management team during the planning and design of the project, including providing a GMP.
- 2 CM and GC Services: Management and completion of the construction work within the negotiated and accepted GMP (guaranteed maximum price) and project schedule.

2.3 CONSTRUCTION MANAGEMENT & PRECONSTRUCTION SERVICES

Deschutes County is seeking a CM/GC who can best provide CM/CG services, including but not limited to the preconstruction services listed below:

- 2.3.1 Provide Deschutes County and its architecture and engineering (A&E) design team with expertise and experience that will assist in selecting the most economical, cost-effective and timely construction solutions, in consideration of the project's scope, budget and schedule. Expertise shall include constructability reviews, value engineering and collaboration with stakeholders to meet budget constraints. The CM/GC shall advise, assist, and provide recommendations to the Owner, Owner's Representative and A&E Team on the planning, design and construction of the work and support a project tone of collaboration.
- 2.3.2 Strategize and implement means and methods to proactively manage the construction costs, schedule, and minimize risks related to the development of the site in and around existing facilities.
- 2.3.3 Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work. Notify the Owner, Owner's Representative, and Architect / Engineer immediately if their construction cost estimates appear to be exceeding the construction budget or the GMP.
- 2.3.4 Actively participate in Value Engineering reviews and cost studies during the design process to ensure the project budget and design standards are maintained.
- 2.3.5 Provide a proposed GMP including a detailed estimate in a format approved by

Owner. Furnish a Guaranteed Maximum Price (GMP) in accordance with the CM/GC Agreement for the Owner's review and potential approval at 60% construction document completion.

- 2.3.6 Provide timely and accurate information and estimates. Advise owner regarding appropriate construction materials, methods, systems, phasing, and costs to assist in determinations which will provide the highest quality building within the budget and schedule.
- 2.3.7 Work with the Owner and Owner's Representative in identifying critical elements of the Work that may require special procurement processes, such as early procurement and/or prequalification of bidders or qualifications-based selection. It is also possible that a partial Early Work Amendment will be authorized to cover construction work in advance of the GMP.
- 2.3.8 Actively participate in constructability reviews as part of the QA/QC process. Review in-progress design documents and provide timely input and advice on construction feasibility, and alternative materials, and availability and as part of the design development QA/QC process. Provide final Constructability Review of 90% CD design documents and suggest modifications to improve completeness of the documents.
- 2.3.9 Provide input to the Owner, Owner's Representative, and the Architect / Engineer regarding current construction market bidding climate, status of key subcontract markets, and other local economic and weather-related conditions that could affect the successful completion of this project. Recommend division of work to facilitate bidding and award of trade contracts, in consideration of bidding climate, weather, improving or accelerating construction completion milestones, minimizing trade jurisdictional disputes, and related issues.
- 2.3.10 Provide recommendations for adjustments in the design documents in consideration of construction bid packaging to ensure completion of the Project in the most expeditious manner possible.
- 2.3.11 By listing individuals in the Proposal, the firm affirms that these individuals will be available to work on the Project at the approximate percentages shown in the Proposal. The Owner reserves the right to approve or reject any changes to the proposed personnel. Owner further reserves the right to request a substitution of personnel if deemed to be in the best interest of the Owner.

During preconstruction, the CM/GC shall actively participate as a member of the Project team. The CM/GC will work collaboratively and proactively with the Owner, Owner's Representative, and Architect/Engineer to proceed with planning, design and development of the work in a manner which supports the Owner's efforts to keep costs within the Owner's budget. The CM/GC shall provide Construction Management (CM) services throughout the

Project, from the preconstruction period through construction and shall closely coordinate such work with the Owner, Owner's Representative, and the Architect.

The CM/GC's CM Services shall include, but are not limited to:

- Assistance in identifying work practices and requirements for construction.
- Assessing and recommending site logistic requirements.
- Recommending phasing, sequencing of work, and construction scheduling.
- Providing cost estimating including GMP development and subcontractor procurement.
- Determining and reconciling constructability issues prior to subcontractor bidding.
- Assessing alternative construction options for cost savings.
- Identifying products for Value Engineering (VE) and engineering systems based on life cycle cost, design considerations and recommending all work necessary to support their implementation.
- Participating in Owner's Design Development, Detailed Design, and Construction Document Phases and coordination reviews.
- Critical path scheduling and site logistics planning.
- Permit procurement assistance and agency coordination.

2.4 CONSTRUCTION SERVICES

The CM/GC shall provide full General Contracting (GC) services for construction of the Project in accordance with the requirements of the Contract Documents.

The CM/GC firm must be skilled in all aspects typical to a general contractor and construction manager, including, but not limited to developing Critical Path Method (CPM) schedules, preparing construction estimates, performing value engineering and life-cycle cost studies, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, understanding local climate conditions and requirements for weather protection during construction, performing constructability reviews, sequencing of work, and coordinating and communicating the activities of the team throughout the design and construction phases to all members of the Project delivery team.

In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives

The CM/GC firm will coordinate and manage the construction process as a collaborative member of a team with the Owner, Owner's Representative, Architect, and other Project consultants and governmental agencies, including hazardous material survey and removal process, if required.

During the Construction Phase Services, the CM/GC services shall include but are not limited

to:

- 2.4.1 Provide and pay for all materials, tools, equipment, labor, and professional and non-professional services.
- 2.4.2 Develop, monitor, refine and update the construction schedule, phasing and site logistics.
- 2.4.3 Advance materials procurement.
- 2.4.4 Advance construction (if approved via an Early Work Amendment)
- 2.4.5 Develop subcontractor bidding packages.
- 2.4.6 Quality control of the work in progress.
- 2.4.7 Ongoing management of the construction budget and monthly, or as requested by Owner, reporting of budget and work in progress status.
- 2.4.8 Overall construction management.
- 2.4.9 Perform all other acts and supply all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents.

2.5 PUBLIC CONTRACTING SPECIAL REQUIREMENTS

In order to implement the CM/GC method of construction with a GMP, the CM/GC shall comply with all applicable sections for ORS Chapter 279C, as well as the contracting requirements outlined below to ensure an adequate level of competition. Proposers shall note the following requirements concerning management of this GMP Project:

- 2.5.1 A full description of items that make up the proposed GMP is required from the CM/GC. A complete copy of the GMP estimates in a format approved by Owner, including all details, must be provided to the Owner. The CM/GC will cooperate with Owner's consultant/s to reconcile GMP estimates to Owner-approved limits.
- 2.5.2 The Contract awarded through this process will require the CM/GC to use an open competitive selection process for subcontracted components of the Project. The processes used to award subcontracts by the CM/GC will be monitored by the Owner and Owner's Representative. The CM/GC shall solicit bids or quotes from subcontractors unless otherwise authorized by the Owner in writing. Owner will review all bids at its discretion and reserves the right of prior written approval of any bids when fewer than three (3) bids are received in response to any solicitation. If the CM/GC intends to self-perform a scope(s) of work which exceeds \$10,000, the CM/GC shall notify the Owner in writing of this intent, post separate public advertisements identifying the specific scope of work being pursued by the CM/GC and the date/time/location of when their and other subcontractor bids will be due, solicit competitive bids from other subcontractors for the same scope of work intended to be self-performed, and the CM/GC will be held to no additional mark-up of fee beyond the contracted

fee percentage for cost of the work. Self-performed bids shall be submitted directly to the Owner (4) hours prior to subcontractor bid deadline(s).

- 2.5.3 For this Project, the provisions of ORS 279C.800 to 279C.870, relative to prevailing wage rates, will apply. The CM/GC and all subcontractors shall comply with BOLI requirements. The actual prevailing wage rates applicable to this Project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the Project.

End of Section 2

SECTION 3

PROPOSER & PROPOSAL REQUIREMENTS and EVALUATION PROCESS & CRITERIA

3.1 MINIMUM PROPOSER REQUIREMENTS

The County reserves the right to disqualify proposals failing to meet minimum requirements. To be considered for evaluation, each Proposal must demonstrate how the Proposer meets all requirements of this section:

1. Experience with providing CM/GC services for successful completion of public projects within the last five (5) years.
2. Successful public project experience of proposed staff.
3. Demonstrate understanding of effective project communications, collaboration and services required to successfully provide preconstruction services.
4. Knowledge and understanding of the required services as shown by approach to staffing and scheduling needs.
5. Availability to provide cost estimates, procurement/bidding strategies, cost control and management of the construction phase. The ability to provide prompt responses to County inquiries and concerns.
6. Proven ability to obtain competitive sub-contractor bids/quotes in the Central Oregon area.

3.2 PROCUREMENT & SELECTION PROCESS

1. Public Notice

Notice of this RFP has been advertised in the Daily Journal of Commerce, The Bend Bulletin and on the Deschutes County website.

2. Pre-Proposal Conference:

A mandatory pre-proposal conference has been scheduled - see Section 1.5 of this RFP.

3. Selection Process

This Request for Proposals is being issued in accordance with ORS 279C. The selection process will be conducted in a fair and impartial manner, where several qualified individuals will evaluate proposals and presentations/interviews. The selection process has three parts: 1) Proposal evaluation & ranking, 2) Interviews & selection, and 3) contract negotiation.

3.3 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Content

Proposers must respond to the following request for information, and in the order listed. Please begin each section on a new page.

- COVER LETTER:

Include a one page cover letter expressing the firm's interest and understanding of the County's request for proposal. The letter should name all of the persons authorized to make representations for the Proposer and be signed by an authorized representative.

In addition, please provide the following:

1. FIRM BACKGROUND:

Please provide the following:

- a. Construction Contractors Board License Number
- b. Brief history of your firm
- c. Current bonding capacity
- d. General description of your safety program and drug and alcohol program
- e. Description of process you use to ensure workers and subcontractors on the worksite have background security clearances
- f. Most recent worker's compensation insurance experience modifier
- g. History of claims: List all Liens/Claims that have been placed on projects completed in the last five [5] years. Include date the Lien/Claim notification was received and date claim was resolved. Provide background information related to why these occurred and how they were resolved, including who paid to clear the Lien/Claim. Describe the process your firm will apply to ensure that Lien/Claims will not occur on County projects.

2. PROJECT APPROACH:

- a. Describe your firm's approach for assisting the Project Team in controlling scope, budget, and schedule in this current market. Describe any value-added services your firm will provide.
- b. The County is committed to providing opportunities for local contractors. Describe

how you would provide outreach to keep local contractors informed of bidding opportunities.

- c. Describe how the services under a CM/GC project delivery method differs from when your firm performs as a General Contractor on a design-bid-build contract.

3. EXPERIENCE with Courthouse projects:

- a. Describe the relevant experience your firm has as it relates to the planning, design, and construction of courthouse facilities including proposed staff's experiences.
- b. For these projects or most closely similar projects in terms of complexity and scale, please provide:
 - i. Name of Owner, contact person, and current phone number.
 - ii. The architect of record, contact person, and current phone number.
 - iii. Brief description and location of the project and role in the project
 - iv. Completion date
 - v. Initial construction contract amount, GMP and Final contract amount.
 - vi. Project related claims going to litigation/arbitration

Provide five (5) professional references from these listed projects, including the project name, the name of the design team members for whom this reference is relevant, a contact name and phone number. At least two (2) of these references must be subcontractors. At least two (2) of these references must be owners.

4. SCHEDULING/ EXPEDITING:

Describe how you will work to ensure the project schedule will be met, and identify key challenges, specific to this project, and any opportunities to mitigate these challenges. Identify any incentive you feel would be required to realize this expedited schedule.

5. KEY STAFF EXPERIENCE:

List the key individuals who will make up the team for this work. Identify their roles and describe their relevant qualifications and experiences with the CM/GC or negotiated or cost-plus fixed fee projects. This information is required in addition to any detailed resumes the proposer submits. The contract will require that the CM/GC commit these individuals to the project for its duration.

6. FEE and COST:

- a. Provide cost breakdown of Preconstruction Fees in a Not-to-Exceed format. Organize the cost breakdown by pre-construction task if applicable.
- b. State the total Construction Phase fee as a percentage of the cost of the work for services described in the RFP and attachments. Include the cost of general conditions, overhead, profit, bonding, and insurance for a project of this size and scope.
- c. Provide a breakdown of typical project staffing needs. Include field staff and office support staff that would be charged to the project general conditions.

Please note: Estimates for fees and costs shall be accompanied with a detailed breakdown. This fee information, while a critical element of the evaluation & selection process, will also be used in the negotiation of the final agreement.

The Fee criteria will be evaluated based on clarity of the cost breakdown, the cost itself, and what is included or excluded in the breakdown of cost.

7. EQUITY IN PUBLIC CONTRACTING:

- a. Describe any efforts used by your firm to solicit and use certified Minority/Women Business Enterprises (M/WBE), Emerging Small Business (ESB), or Disadvantaged Business Enterprises (DBD).
- b. Discuss your firm's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses.
- c. If applicable, detail how your firm supports the following equity practices:
 - Actively recruit, hire and retain staff at all organizational levels that reflect the demographics of the region
 - Identify and counteract biased practices that perpetuate disparities and lead to disproportionate levels of success
 - Support employees to engage in culturally responsive practices and delivery of quality service.

3.4 EVALUATION PROCESS

A. Responsiveness and Responsibility Determination

Proposals will be reviewed for Responsiveness to all RFP requirements, including timely submission, compliance with Minimum Requirements and Proposal Content Requirements. If the Proposal is unclear, the County may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the County finds the Proposal non-Responsive, the Proposal may be rejected, however, the County may waive mistakes in accordance with OAR 137-047-0470.

At any time prior to award, the County may reject a Proposer found to be not Responsive.

B. Evaluation Criteria

Proposals meeting Proposal Content Requirements will be evaluated by a Selection Committee using criteria and priorities as defined by the County. The Selection Committee will determine which Proposal/s taken as a whole, and in the County's sole judgment, are in the best interest of the organization. Proposals should address the evaluation criteria listed below.

The County may request further clarification to assist the Selection Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Selection Criteria and Scoring:

1. Cover Letter	Pass/Fail
2. Firm Background	10 points
3. Project Approach & Pre-Construction Services	25 points
4. Courthouse facilities project experience	15 points
5. Scheduling & Expediting Approach	15 points
6. Key Team members Experience & Availability	15 points
7. Cost Proposal	15 points
8. Equity in Contracting	5 points
9. Proposal Certification Form	Pass/Fail
10. Certification Statement for Contractor	Pass/Fail
11. Affidavit of Non Collusion	Pass/Fail
12. Financial Resources	Pass/Fail
TOTAL POINTS AVAILABLE	100 points

End of Section 3

SECTION 4

AWARD, NEGOTIATION & CONTRACT REQUIREMENTS

4.1 AWARD NOTIFICATION PROCESS

The proposals will require approximately 5 calendar days for evaluation. The top ranked firms may, at the County's discretion, be required to make an in-person presentation in support of their proposal to the selection committee and answer any questions the selection committee may have. The interview will serve to assist the County in selecting the successful firm and will serve as a tool to refine scoring of the RFP to produce a final ranking.

4.2 CONTRACT REQUIREMENTS

The successful CM/GC candidate will be required to enter into a County Services Contract (see sample attached) with Deschutes County. The successful CM/GC candidate must also submit documents addressing tax law, liability insurance, workers compensation, and overhead expense as part of the contract, as well as a valid and active Oregon tax account number.

4.3 CONTRACT NEGOTIATION

The County will attempt to negotiate a satisfactory Contract including Fee with the top ranked proposer. If negotiations are not successful, the County, at its sole discretion, may then negotiate

with the second ranked proposer, and so forth. The County reserves the right to reject any or all proposals that do not satisfy project requirements.

End of Section 4

SECTION 5

ADDITIONAL INFORMATION

5.1 ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of Deschutes County. The granting or withholding of such consent shall be at the County's sole discretion.

5.2 CANCELLATION

Deschutes County reserves the sole and unconditional right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed by Deschutes County to be in Deschutes County's best interest. In no event shall Deschutes County have any liability for the cancellation of the award or proposed contract. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

5.3 CLARIFICATION OF RESPONSES

Deschutes County or its agent reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

5.4 COLLUSION

A proposer submitting a Proposal hereby certifies that no officer, agent, or employee of Deschutes County has a pecuniary interest in the submitted Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5.5 COST OF PREPARATION OF RESPONSE

Costs incurred by any proposer in the preparation of their response to this Request for Proposals is the responsibility of the proposer and will not be reimbursed by the County.

5.6 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Deschutes County shall be final and binding upon all parties.

5.7 LOBBYING

Commencing with the issuance of this RFP, Contractors or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to promote their proposals. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the proposer from further consideration.

5.8 NON-APPROPRIATION

Notwithstanding any provision of this Request for Proposals or resultant contract to the contrary, in the event insufficient funds are appropriated for the project or County has no other lawfully available funds, then the County may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. The County shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by the County of the event of non-appropriation.

5.9 NON-DISCRIMINATION IN EMPLOYMENT

The successful proposer's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

5.10 PROPOSALS ARE PUBLIC RECORDS

As previously noted in Section 1.4, all proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. ***Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

5.11 PROPOSAL NOT A CONTRACT

Neither this Request for Proposals nor responses to it constitute a contract between the County and the proposer. The County reserves the right to negotiate specific contract terms with the selected contractor.

5.12 VERBAL STATEMENTS NOT BINDING

Statements made by Deschutes County representatives concerning this proposal are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

5.13 REJECTION OF PROPOSALS

Deschutes County reserves the right to reject any or all responses to this Request for Proposals for any lawful reason or for no reason. No proposals will be considered that fail to contain the required information. There will be no changes to the content of this request for proposals except by written notification to the bidders who respond in accordance with the criteria herein.

5.14 STATE AND FEDERAL LAW COMPLIANCE

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. The successful proposer agrees to comply with all applicable provisions of Oregon public contracting law (Oregon Revised Statutes, Chapter 279, 279A, 279B, and 279C).

End of section 5

REVIEWED

LEGAL COUNSEL

Attachment A - CM/GC Services RFP

FOR RECORDING STAMP ONLY

DESCHUTES COUNTY SERVICE

CES CONTRACT

CONTRACT NO. 20__ -

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the _____ Department (County) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on _____, _____, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

_____	_____
Signature	Title
_____	_____
Name (please print)	Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20____ Dated this _____ of _____, 20____

DESCHUTES COUNTY DIRECTOR OF _____

PHILIP G. HENDERSON, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

ANTHONY DeBONE, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.

3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

4. No Third Party Beneficiaries.

- a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

5. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

6. Early Termination. This Contract may be terminated as follows:

- a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.

- 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

e. County Default or Breach.

- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
- 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.

- 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
 - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
 - c. The cost of any subcontracted work approved in this Contract shall not be marked up.
 - d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
 - e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.
- 14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 15. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
 - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
 - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
 - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the

transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether

arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the

claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction 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 this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. 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, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*

Fax No.

To County:

Tom Anderson

County Administrator

1300 NW Wall Street, Suite 200

Bend, Oregon 97701

Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry,

trade or profession;

- 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

DESCHUTES COUNTY SERVICES CONTRACT

CONTRACT No. 20__-

STATEMENT OF WORK, COMPENSATION

PAYMENT TERMS AND SCHEDULE

1. Contractor shall perform the following work:

- a.
- b.

2. County Services. County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

3. Consideration.

- a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES NO [Check one]

4. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$_____.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20__ -

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Contractor Name _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

\$1,000,000

\$2,000,000

\$2,000,000

\$3,000,000

\$3,000,000

\$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County

Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any*

motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

DESCHUTES COUNTY SERVICES CONTRACT

CONTRACT NO. 20__ -

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: CONTRACTOR SHALL COMPLETE A OR B IN ADDITION TO C BELOW:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
_____	_____	_____
Signature	Title	Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

<p>Contractor certifies under penalty of perjury that the following statements are true:</p> <p>1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u></p> <p>2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <u>and</u></p> <p>3. All of the statements checked below are true.</p> <p>NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.</p> <p>___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.</p>
--

___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature

Date

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason
(check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and

- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a “substantial ownership” interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

_____	_____
Contractor Printed Name	Contractor Signature
_____	_____
Contractor Title	Date

EXPENSE REIMBURSEMENT

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.

- 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
- 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.

b. Meals.

- 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
- 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
- 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. Exceptions. Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20__ -

COMPLIANCE WITH PROVISIONS, REQUIREMENTS OF FUNDING SOURCE AND

Federal and State laws, statutes, rules, regulations, executive orders and policies.

CONFLICTS OF INTEREST

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date

ATTACHMENT B
PROPOSAL CERTIFICATION

Legal Name of Contractor:

Mailing Address: _____

The Contractor certifies and agrees:

The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit an Offer, or the methods or factors used to calculate the prices Offered.

The Contractor has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.

The Contractor has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.

The Contractor agrees to execute the formal Contract within ten (10) days from date of notice of award.

The Contractor acknowledges that the signer on this Offer is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

The Contractor will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Offer.

The Contractor certifies that Contractor has a drug testing program in

place pursuant to ORS 279C.505 (2). The Contractor is registered with

the Construction Contractors Board: License Number_____.

The Contractor, pursuant to ORS 279A.120(1), (check one)____ is

____is not a resident Proposer. If not, indicate State of residency.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

The Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.

The Proposer (check one) will / will not extend the terms, conditions and prices to consortium Agencies that intend on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this ____ day of _____ 2021.

Signature: _____ Name: _____

(Print)

Title: _____ Email: _____

Phone: _____

Fax: _____

ATTACHMENT C

CERTIFICATION STATEMENT FOR CORPORATION

OR INDEPENDENT CONTRACTOR

(NOTE: Contractor Must Complete A or B below)

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]: Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

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

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only underwritten contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

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 proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) The proposal 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 proposal.
- (5) _____(name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency 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 proposing on any public contract, except as described in 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 Deschutes County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Deschutes County of the true facts relating to the submission of proposals for this contract.

(Authorized Signature)

(Name of Company/Position)

ATTACHMENT E
FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?

_____ Yes _____ No

If "yes" explain.

Does your firm have any outstanding judgments pending against it? _____ Yes _____ No

If "yes" explain.

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$25,000?

_____ Yes _____ No

If "yes" explain.

In the past ten years, has your firm been a party to litigation, arbitration, or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation.

_____ Yes _____ No

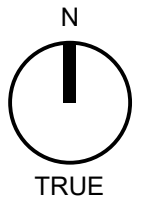
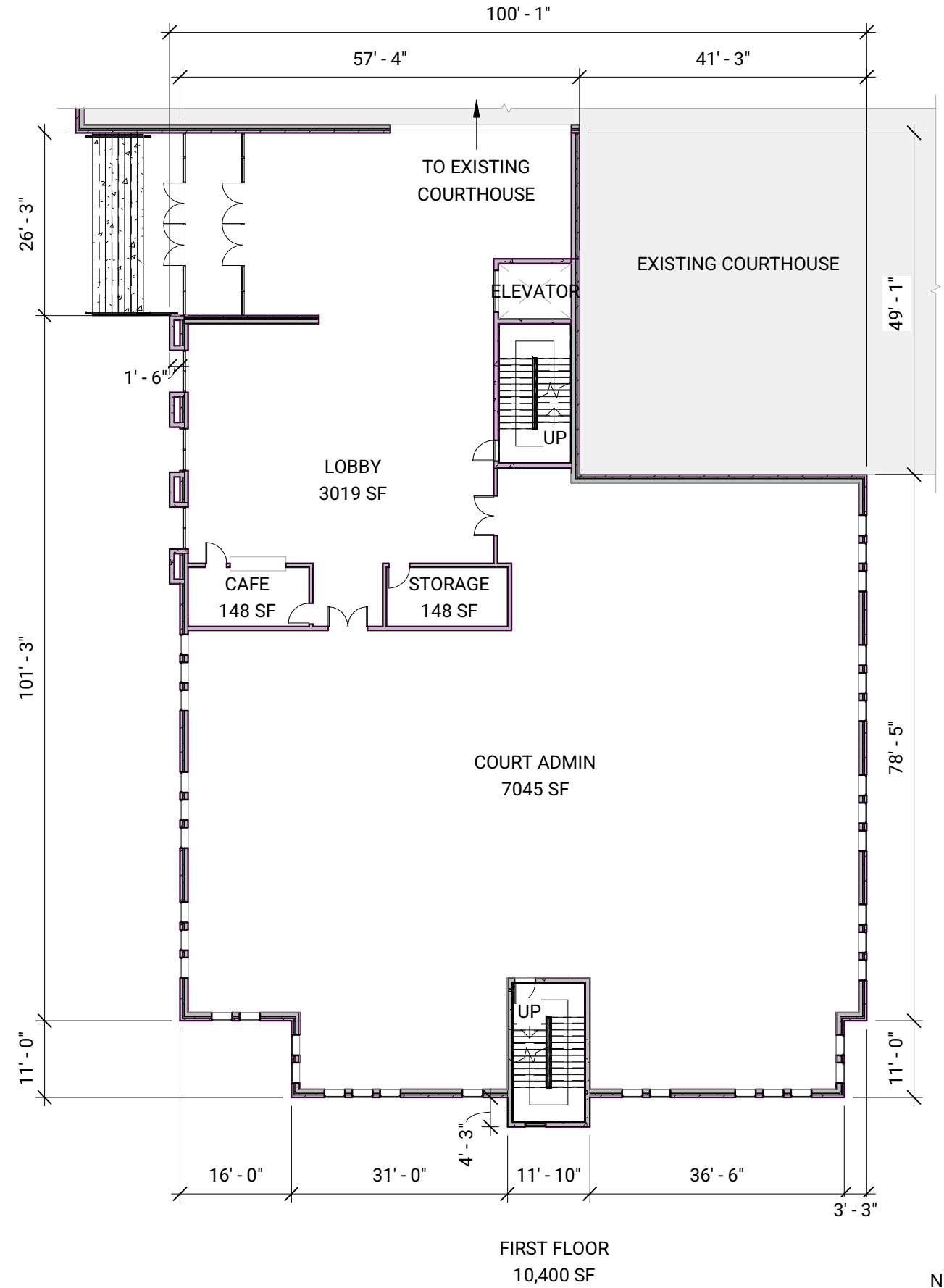
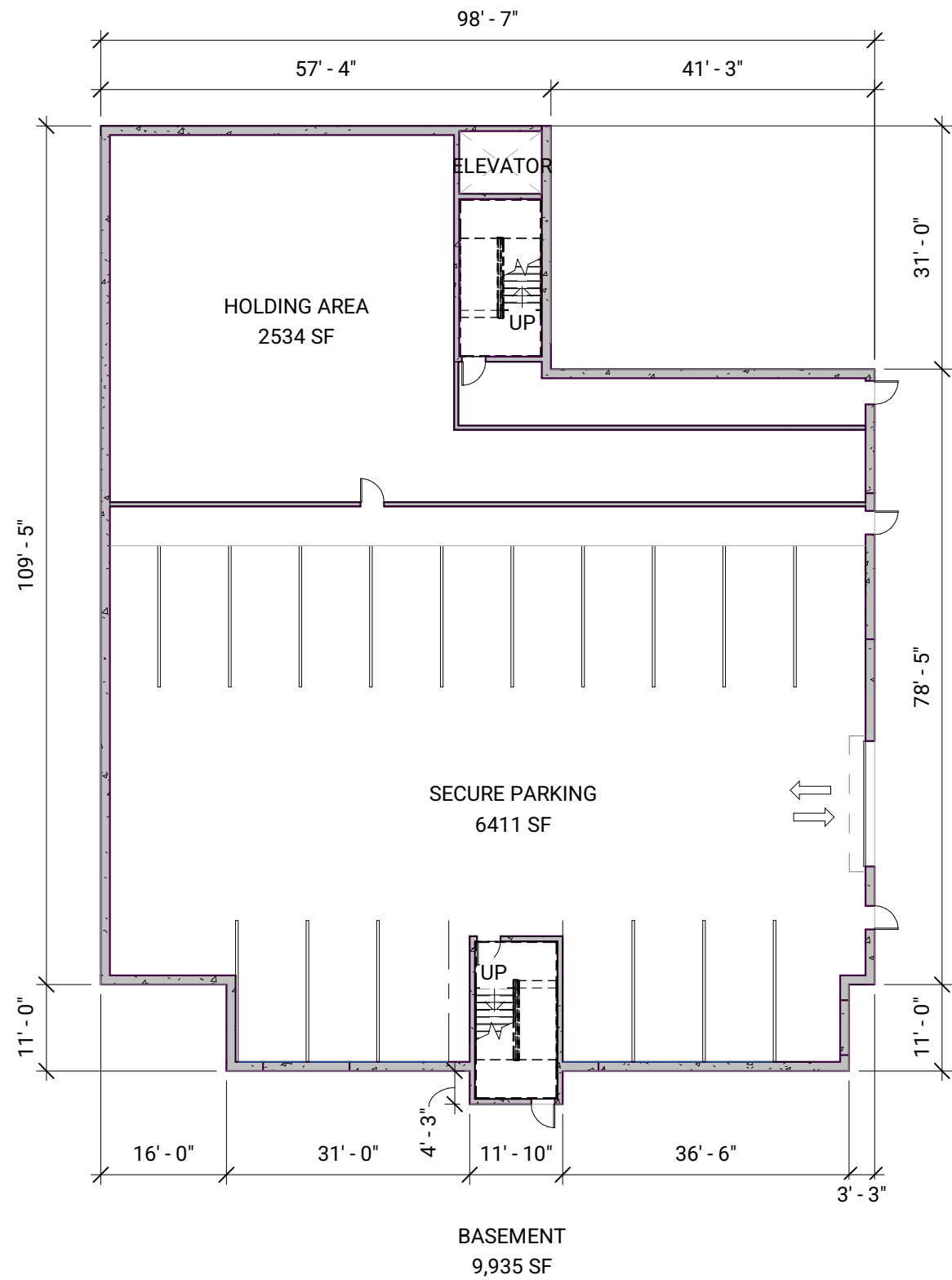
If "yes" explain. (Include court, case number and party names.)

Have you or any of your affiliates discontinued business operation with outstanding debts?

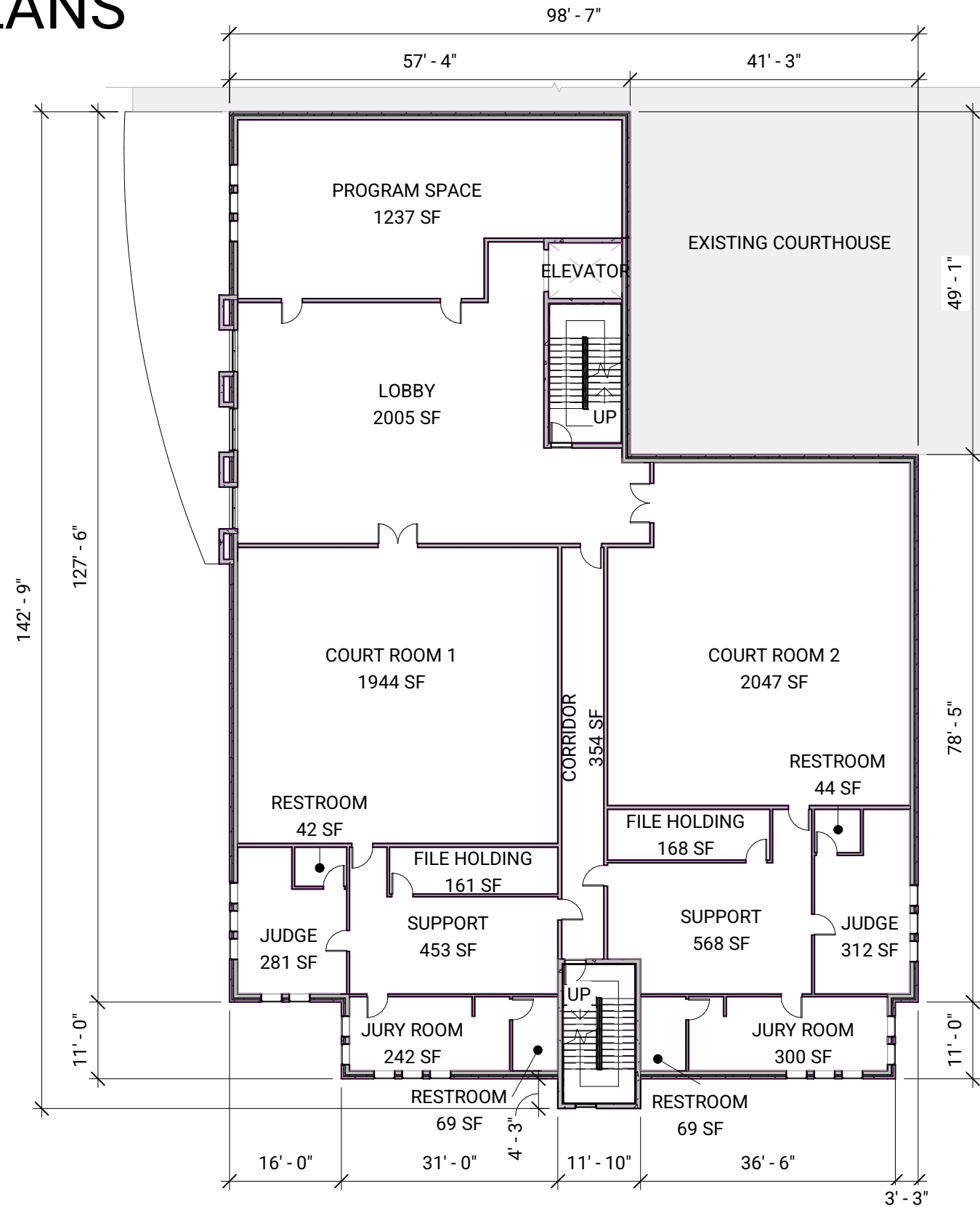
_____ Yes _____ No

If "yes" explain.

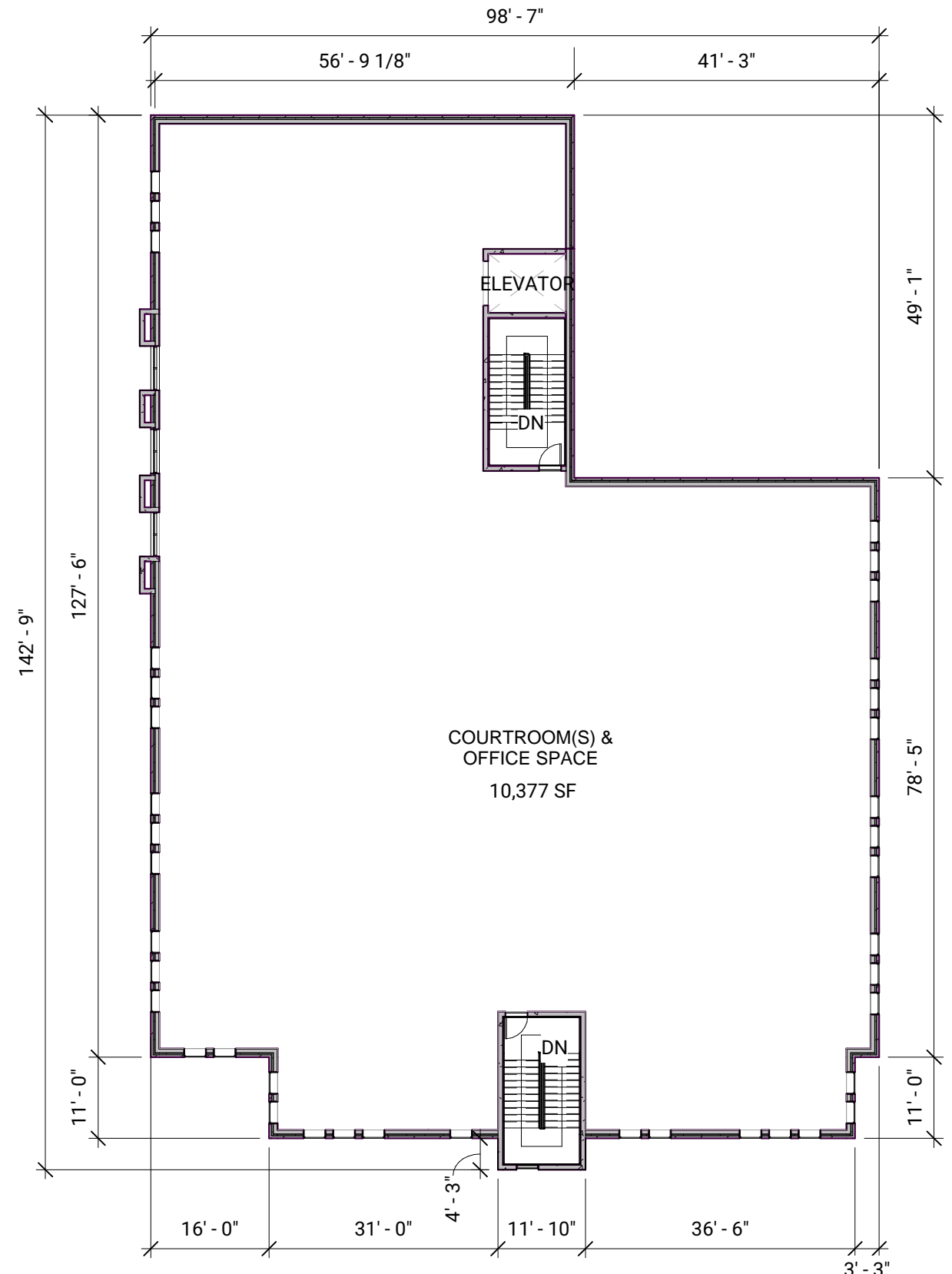
PLANS



PLANS

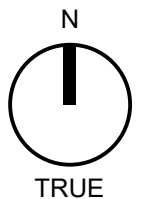


SECOND FLOOR
10,349 SF



THIRD FLOOR
10,349 SF

TOTAL - 41,033 SF



ELEVATIONS



WEST ELEVATION



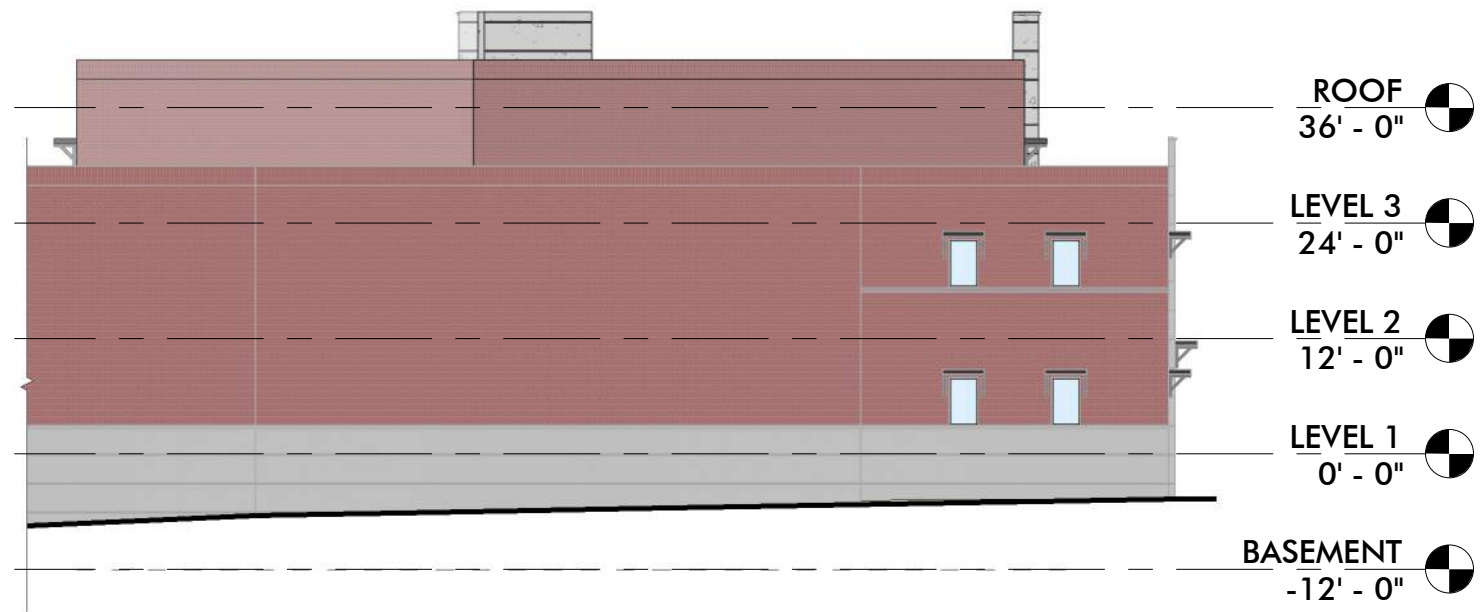
SOUTH ELEVATION

NOT FOR CONSTRUCTION

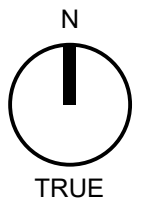
ELEVATIONS



EAST ELEVATION



NORTH ELEVATION



3D VIEWS

