

**REQUEST FOR QUALIFICATIONS  
GENERAL CONTRACTOR SERVICES  
BENTON COUNTY HEALTH CENTER RENOVATION**

**Project Number: B-15-01-16**



**Benton County Board of Commissioners**

Anne Schuster, Commissioner  
Xanthippe Augerot, Commissioner  
Annabelle Jaramillo, Commissioner

December 22, 2017

**BENTON COUNTY, OREGON  
REQUEST FOR QUALIFICATIONS  
GENERAL CONTRACTOR SERVICES  
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REFERENCE DOCUMENTS ON COUNTY WEBSITE: <https://www.co.benton.or.us/rfps>

SAMPLE CONSTRUCTION CONTRACT

PRELIMINARY 90% DESIGN PLANS, SPECIFICATIONS, AND PRELIMINARY  
PHASING PLANS

OWNER FURNISHED MATERIALS

**BENTON COUNTY, OREGON  
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**SECTION I. – ADVERTISEMENT FOR PROPOSALS**

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**Advertisement for Proposals**

Notice is hereby given that Benton County, Oregon is seeking Request for Qualifications (RFQ) from qualified General Construction (GC) firms for the renovation of the Health Services Building (Project). The Project is located at the Benton County Health Department, 530 NW 27<sup>th</sup> Street in Corvallis. The building renovation is being designed by AC + CO Architects, Salem, Oregon. The approximate square footage is 34,000. The general scope of work includes: civil work on the subject property, including minor parking and landscaping improvements, major exterior building improvements that change existing entry points for better public access and a complete re-facing of exterior including new siding, glazing, and the construction of parapet walls to mask mechanical systems; and major interior modifications including new mechanical, electrical, and plumbing systems as well as major changes to the building layout and interior finishes. The objective is to prequalify General Construction Contractors and then invite those contractors selected in the competitive range to submit sealed bids for the Project. The estimated construction cost of the renovation is approximately \$6 million.

The RFQ is the initial step in the selection process to retain a GC to perform the renovation. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document. A maximum of five qualified contractors will be invited to respond to the Invitation to Bid (ITB) in accordance with OAR 137-049-0645. The County may increase the number of qualified respondents if the competitive range in the County's evaluation indicates a natural break in the scores that are closely competitive.

The Request for Qualifications and the 90% Construction Plans, Specifications and Preliminary Phasing Plan can be downloaded from the Benton County website at <https://www.co.benton.or.us/rfps> or a printed copy can be requested at actual cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-621, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Public Works to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Chris Bielenberg, Project Manager, at [Chris.Bielenberg@co.benton.or.us](mailto:Chris.Bielenberg@co.benton.or.us) or at 541-766-6015. To be added to the Interested Respondent's list or for questions regarding the procurement process, contact Debie Wyne, at [Debie.S.Wyne@co.benton.or.us](mailto:Debie.S.Wyne@co.benton.or.us) or at 541-766-6009.

**RFQ responses** shall be sealed and marked plainly as **RFQ Health Center Renovation, Project No. B-15-01-16**, and submitted to Joyce Galloway or Kathy Goss, Benton County Public

Works, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **2:00 p.m.** local time on **Thursday, January 25, 2018.**

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident GC as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: December 20, 2017. By \_\_\_\_\_  
Joe Kerby, County Administrator

Publish: December 22 & 29, 2017 *Daily Journal of Commerce*  
*Albany Democrat Herald, Corvallis Gazette-Times, December 26 & 29, 2017.*

## **SECTION II. – BACKGROUND AND INFORMATION**

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### **A. Introduction**

Benton County is requesting submission of qualifications from General Contractors (GC) for the renovation of Benton County Health Services Building. The objective of this Request for Qualifications (RFQ) is to prequalify general contractors, and invite those that meet the competitive range of qualifications to bid on the renovation project. The project consists of the complete renovation of the existing 34,000 SF Benton County Health Services Building located at 530 NW 27<sup>th</sup> Street, Corvallis, Oregon. The general scope of work includes civil work on the subject property, including minor parking and landscaping improvements, major exterior building improvements that changes existing entry points for better public access and a complete re-facing of exterior including new siding, glazing, and the construction of parapet walls to mask mechanical systems; and major interior modifications including new mechanical, electrical, and plumbing systems as well as major changes to the building layout and interior finishes.

The RFQ is the initial step in the selection process to retain a GC to perform the construction services for the renovation project. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document. Responses will be reviewed and ranked by a Selection Review Committee composed of the Project Manager, Architectural firm representative, County officials, and other key stake holders in the process. In accordance with the criteria, respondents will receive a score and placed within continuum to create a competitive range. A maximum of the five highest scores of qualified contractors will be invited to respond to the Invitation to Bid (ITB) in accordance with OAR 137-049-0645. The County may increase the number of qualified respondents in the Competitive Range if the County's evaluation indicates a natural break in the scores that are closely competitive. The Request for Qualifications can be downloaded from the Benton County Oregon website at <http://www.co.benton.or.us/rfp>, or a printed copy can be obtained at cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis; phone: 541-766-6821.

All Respondents must be registered and licensed with the Oregon Construction Contractors Board prior to submitting a RFQ. Failure to be licensed may cause the County to reject the Request for Qualifications as non-responsive.

### **B. Background Information:**

In 2011/12, Benton County completed a comprehensive space study conducted by KMD and Associates. This study not only outlined current space needs but looked at projected needs for each department into the year 2031. These projections were based on historic and projected population growth and considered the newly adopted space standard for providing services to the public. In addition to the space needs assessment, the study included an in-depth review of our existing County facilities and evaluated them for safety and operational functionality.

The outcome of this study and subsequent report was intended to help guide County leadership in planning both long and short term space decisions. Through a process of identifying and prioritizing space deficiencies, the County created an action plan to move forward with some of the more critical space issues. Although a new jail facility was identified as the highest priority,

it failed in a subsequent election effort and was not funded. Due to the critical demand on local health care services, a new health care facility was identified as the second priority; however, due to the estimated costs for purchasing land and building a new health care facility, this project was beyond the County's financial ability without going out for a major bond. The County, however, chose to move forward with a strategy for providing additional critical health space within the current health facility by relocating some of the non-clinical and public access functions out the facility to unoccupied County space. The strategy in part was possible due to the successful attempt at a Federal grant and using some contingency funds set aside for space improvements. If the project is able to be constructed within budget, it will allow the County to fund the project through a conventional loan, paid back within the current revenue stream and will not require additional tax-payer support.

Benton County has hired AC + CO Architects an architectural firm out of Salem to perform the architectural services and provide project support. The project design is currently at approximately 90% and complete bidding documents are anticipated by the end of January. The current Health facility is approximately 34,000 SF and was built in 4 different phases from approximately 1956 to present. The latest significant addition was completed in 1976/77 but several minor internal remodels have been constructed in the last 10-15 years. The building originally was the Corvallis Clinic prior to housing County Health operations in the facility in late 1970s.

### **C. County Representatives**

Information may be obtained from Benton County Public Works representatives:

Chris Bielenberg, Project Manager

Phone: 541-766-6821 Cell: 541-740-5168

E-mail: [Chris.E.Bielenberg@co.benton.or.us](mailto:Chris.E.Bielenberg@co.benton.or.us)

Debie Wyne, Contracts Manager.

Phone: 541-766-6009 Cell: 541-602-0945

e-mail: [Debie.S.Wyne@co.benton.or.us](mailto:Debie.S.Wyne@co.benton.or.us)

## **SECTION III. – SELECTION & EVALUATION CRITERIA**

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### **A. Selection Process**

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of interested GC firms to provide construction services to the Benton County for this Project. The responses to this solicitation will be evaluated by the Selection Review Committee. On the basis of this evaluation, Benton County will establish a Competitive Range of up to five (5) Respondents; however, the County may increase the number of qualified respondents in the competitive range if the evaluation process indicates a natural break in the scores that are closely competitive, or have a reasonable chance of being determined to be the best respondent.

Respondents must meet the requirements and demonstrate the necessary experience and qualifications to complete the project, with the essential staff, on time, and within budget, and provide the required ongoing services in an efficient and cost-effective manner to the County. Each response will be judged on its adherence to submission requirements and quality of its content. Benton County reserves the right to reject any or all responses and is not liable for any costs the respondent incurs while preparing the response. All responses will become public information, without obligation to the County.

### **B. Selection Review Committee**

The Selection Review Committee will be comprised of members of County staff including Health Department representatives, County Administrator, the Project Manager, County Counsel, and the Design Consultant. The role of the Selection Review Committee is to evaluate the responses submitted. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. The goal of the evaluation process is to select qualified firms to bid the construction project and believed to best meet the County's expectations for providing the highest quality of services at a cost representing the best value to the tax payers.

### **C. Response Requirements and Evaluation Criteria**

The Selection Review Committee will evaluate whether the respondent provided the following Response Questions:

#### **Section 1. Introductory Letter & Proof of Licensure (Pass/Fail)**

- This letter shall specifically stipulate that the Contractor accepts all terms and conditions contained in the RFQ and supporting documents.
- The letter should provide general information relative to the firm: i.e. name, address, telephone, fax, contact email, owners of firm, and their Oregon Construction Contractors license number.
- The introductory letter should name the person(s) authorized to represent the Respondent in negotiations and the name of the person(s) authorized to sign any contract that may result.

- Contractor shall submit proof that they have a current, active license by the Construction Contractors Board for construction projects in the State of Oregon.

## Section 2. Key Personnel Qualifications (weight 25)

- Describe the positions you would identify as “key personnel”, management and supervisory personnel for this project and the amount of time they will be on site during the duration of the project.
- Identify your proposed key personnel and their specific experience with renovations of similar nature, using specific examples and include their role and responsibilities in the project.
- Describe their success in constructing projects with similar requirements and schedules.
- Identify which project(s) you feel to be the most similar to this project in terms of size and complexity and their specific role in each project.

## Section 3. Experience with Similar Projects (weight 25)

- Describe your firm’s experience in the past 5 years with similar projects in size and complexity.
- Describe your firm's success in constructing projects with similar requirements.
- Identify in the past 5 years which project(s) you feel to be the closest to this project in terms of size and complexity, and include information about the size, construction type, the client, building use, construction budget, number of change orders, number of claims, and project timeline/completion date.

## Section 4. Scheduling (weight 25)

- Propose a rough schedule no more than one page (fold out is optional), for this project.
- Assume a March 22, 2018, construction start date. Ideally construction will be completed no later than February 1, 2019; demobilization may occur after this date. Address how you will phase the work. Describe your firm’s planning, scheduling, phasing and project monitoring processes. A preliminary phasing concept is provided by Owner along with the 90% documents. Sheet A0.3 shows the Owner's request for phasing in order from group A through C. The Owner intends to occupy the structure during construction. In advance of each phase, the Owner will vacate the occupants, furnishings and removable fixtures. The successful Contractor will be expected to provide the necessary temporary barriers and ensure HVAC systems have been capped or modified in order to ensure air quality and dust control is reduced in portions of the building that remain occupied.
- Propose modified construction schedule and completion date if assumed completion date is not feasible or if schedule can be expedited.

## Section 5. Proposed Site Coordination (weight 25)

- Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise and other related factors.

- Demonstrate an understanding of the County’s need to maintain work areas and to continue to use existing buildings, streets, and parking areas concurrent with construction activity.
- Identify construction activity required to maintain safe user access to continued operation of the spaces.
- Provide an overview of your firm’s safety program and include at a minimum documentation of your Oregon Experience Modification Rating (EMR) from your insurance provider.

Section 6. Management Techniques (weight 20)

- If awarded a contract for the building renovation project, describe your firm's approach to the management and administration of on-site construction.
- Address your firm’s planning, scheduling, phasing, and project monitoring skills and processes as it pertains to this Project. This Project will include owner-furnished materials and equipment contractor installed; speak to coordination of this requirement. See reference document Owner Furnished Materials.
- Describe each key person’s experience with coordination of construction schedules.

Section 7. References (weight 15)

Provide references on similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 2 references from 3 groups (Architect/Engineer, Owner, and Contractor/Subcontractor) totaling 6 references. Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. County may check with references and/or may check with other references associated with past work of your firm. Provide reference information on Exhibit E.

Section 8. Adequate Bonding (Pass/Fail)

Describe your firm’s current bonding capacity; include a letter from your bonding surety to confirm your bond capacity.

Section 9. Claim History (weight 15)

- Describe any claims or lawsuits you have filed against Owners, Architects or Engineers in the last 5 years.
- Provide and describe any claims or liens filed against the General Contractor in the last 5 years.

Section 10. Adequate Insurance (Pass/Fail)

Provide proof of insurance as evidence of the insurance currently in place for your firm. Include information on compliance with all insurance conditions as required by the County for this Project. See Exhibit D.

### Section 11. Appropriate Resources (weight 15)

- Describe the material and equipment resources your firm has available to complete the project.

### Section 12. Subcontractor Management (weight 15)

- Describe how you manage your subcontractors.
- Include explanations of quality control and schedule adherence.

### Section 13. Self-Performed Work (weight 15)

- Describe the firm's ability to self-perform construction work.
- List the construction trades (general labor, carpentry, electrical, landscaping, etc.) employed by the firm and the general work capacity of the trades listed.

### Section 14. Proof of Residency for Bidding (weight 5)

- In accordance with ORS 279A.120, preference will be given to GC who demonstrates proof of the Oregon residency. Resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a “resident bidder” under this paragraph.

## EVALUATION CRITERIA SCORE

Section 1 - Introductory Letter & Proof of Licensure	(Pass/Fail)
Section 2 - Key Personnel Qualifications	25
Section 3 - Experience with Similar Projects	25
Section 4 - Scheduling	25
Section 5 - Proposed Site Coordination	25
Section 6 - Management Techniques	20
Section 7 – References	15
Section 8 - Adequate Bonding	(Pass/Fail)
Section 9 - Claim History	15
Section 10 - Adequate Insurance	(Pass/Fail)
Section 11 – Appropriate Resources	15
Section 12 – Subcontractor Management	15
Section 13 – Self-Performed Work	15
Section 14 – Proof of Residency for Bidding	5

#### **D. Response evaluation process**

Benton County will utilize the adopted criteria to score and rank the top 5 candidates from the information provided in the responses as well as information solicited in interviews with references and others.

Each criterion has been assigned a weight between 0 and 25. Each member of the Selection Review Committee will rate each firm in each criterion between 0 and 5 (five being the highest), and multiply that number by the weight assigned to the criterion. The Selection Review Committee members will then total the weighted score from all of the criteria to obtain the total score. The result of this total score will be used to rank all Respondents.

After all of the response evaluations are completed, the Selection Review Committee will select the Competitive Range by ranking the Respondents based on all information received, presented, and found. After the competitive range has been established and the ranking places the top 5 candidates, reference checks and qualifications for stated projects will be conducted. If through the process of verifying references and eligibility, a candidate is eliminated from the top candidate lists, then the next qualified applicant may be included in the group to be given an Invitation to Bid (ITB). Distribution of ITB documents will be limited to the qualified Competitive Range Respondents during the ITB phase. Responses to this RFQ not meeting all evaluation criteria will not be considered for review.

#### **E. Financial Responsibility**

Benton County reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed Response shall constitute approval for the County to obtain any credit report information deemed necessary to conduct the evaluation. The County shall notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

## **SECTION IV. - PROCESS & TIMELINES**

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The following process and timelines are established for responses to the Request for Qualifications (RFQ) from General Contractors (GC) with established experience interested in providing GC services for the proposed Benton County Health Services Building Renovation. The GC selection process consists of the following steps summarized below:

### **A. RFQ Phase.**

As provided by ORS 279C.405(1) the County is utilizing this RFQ as the first step in the selection process to select a General Contractor for renovation of County Health Services Building in Corvallis, Oregon. In accordance with OAR 137-049-0645, only those firms selected as part of the Competitive Range during the evaluation of the RFQ will be invited to respond to an Invitation to Bid (ITB).

### **B. RFQ Response Evaluation.**

Respondents will be ranked by the Selection Review Committee in accordance with the evaluation criteria described. On the basis of this evaluation, the County will establish a Competitive Range of up to five (5) Respondents; however, the County may increase the number of qualified Respondents in the Competitive Range if the County's evaluation indicates a natural break in the scores that are closely competitive, or have a reasonable chance of being determined to be the best respondent. Distribution of ITB documents will be limited to the qualified Competitive Range Respondents during the ITB phase. Responses to this RFQ not meeting all evaluation criteria will not be considered for review.

### **C. Invitation to Bid (ITB).**

In the second step of the selection process, the five highest ranking qualified respondents will be invited to submit a bid. A draft copy of the County's Construction Contract is included with this RFQ as Attachment A. In accordance with OAR 137-049-0645, the ITB will not be separately advertised and will be sent only to the qualified contactors selected as the Competitive Range following the qualification evaluation phase.

### **D. Construction Contract Award.**

The County will award a contract to the lowest qualified bidder from the ITB process.

### **E. Anticipated Procurement Timeline**

The County anticipates the following general timeline for receiving and evaluating responses and inviting qualified General Contractors to bid on the Project. The timeline listed below may be changed if it is in the County's best interest to do so.

## **RFQ Timeline**

1 <sup>st</sup> Advertisement RFQ	Friday, December 22, 2017
2 <sup>nd</sup> Advertisement RFQ	Friday, December 29, 2017
Questions for Addenda Due to Owner	Friday, January 5, 2018, 5:00 p.m.
Last Date for Addenda Issued	Friday, January 19, 2018, 5:00 p.m.
<b>RFQ Response Closing Date</b>	<b>Thursday, January 25, 2018, 2:00 p.m.</b>
Response Evaluation	January 26 – 31, 2018
Notice of Competitive Range Selection	Thursday, February 1, 2018
Protest Period Ends	Friday, February 9, 2018, 4:00 p.m.

## **Invitation to Bid for Selected Contractors**

Provide Bid Documents to Selected Contractors	Wednesday, February 14, 2018
Mandatory Pre-bid Meeting	Wednesday, February 21, 2018, 10:00 a.m.
Last day for Questions and Substitution Requests	Friday, February 23, 2018, 5:00 p.m.
Last Day for Addendum 1 Release (if applicable)	Wednesday, February 28, 2018
Bid Due Date	Wednesday, March 7, 2018, 2:00 p.m.
Notice of Intent to Award	Wednesday, March 14, 2018
County Contract Award	Monday, March 19, 2018
Notice of Award	Wednesday, March 21, 2018

## **F. Changes to the Solicitation by Addenda**

The County reserves the right to make changes to the RFQ by written addendum, which shall be issued to all prospective respondents known to the County to have received the solicitation document.

A prospective respondent may request a change in the RFQ by submitting a written request to Benton County Public Works. The request must specify the provisions of the RFQ in question, and contain an explanation for the requested change. All request for changes or additional information must be submitted to the County no later than the date set in the RFQ schedule.

The County will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Project Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work of the project given out by County managers, employees, or agents to the prospective respondents shall not bind the County.

1. All addenda, clarification, and interpretations will be posted on the Benton County website at <https://www.co.benton.or.us/rfps>. Respondents known by the County to have

received a complete set of the response documents will receive notification when additional items are posted.

2. No addenda will be issued later than the date set in the RFQ Timeline, except an addendum, if necessary, postponing the date for receipt of responses, withdrawing the solicitation, modifying elements of the response resulting from a delayed process, or requesting additional information or clarifications.
3. Each respondent shall ascertain, prior to submitting a response that the respondent has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the response submittal.

#### **G. Solicitation Protests**

A protest of any provision in this RFQ must be made in writing and directed to the Project Manager at the address listed in the RFQ and shall be received no later than the date listed in the RFQ Timeline. Any protest must address the requirement, provision or feature of this RFQ or its attachments, that the potential respondent believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

#### **H. Cost of Preparation of Response**

Costs incurred by any respondent in preparation of a response to this RFQ shall be the responsibility of the respondent.

#### **I. Cancellation and Late Responses**

The County reserves the right to cancel this RFQ solicitation at any time before issuance of a resulting Invitation to Bid if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of award.

All Solicitation Responses that are not received by the deadline stated in the RFQ Timeline will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within County's internal distribution systems, do not excuse the respondent's responsibility for submitting the solicitation response to the correct location by the stated deadline.

#### **J. Conditions of Submittal**

By the act of submitting a response to this RFQ, the respondent certifies that:

1. The respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the response, or in

the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.

2. The respondent has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and, if its response is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the respondent.
3. The respondent, if an individual, is of lawful age; is the only one interested in this response; and that no person, firm, or corporation, other than that named, has any interest in the response, or in the proposed contract.
4. The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds.
5. The respondent will comply fully with the specifications for the Project.
6. The respondent can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFQ.

#### **K. Joint Responses**

If respondent is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the response and any contracts on behalf of both itself and the respondent, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the response setting forth the business and service delivery agreements between the parties.

#### **L. Respondent Request Interpretation of RFQ Documents**

1. Respondents shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the response documents.
2. Respondents requiring clarification or interpretation of the response documents shall make a written request for same to the Contract Manager at the submittal location listed above.
3. The County shall make interpretations, corrections, or changes of the response documents in writing by published Addenda. Interpretations, corrections, or changes of the Response Documents made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, and changes.

4. Should any doubt or difference of opinion arise between the County and a Respondent as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the County shall be final and binding upon all parties.
5. The County may to the maximum extent allowed by law, waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

**M. Respondent Request for Additional Information**

Requests for information regarding County services, programs, or personnel, or any other information shall be submitted in writing directly to the Contract Manager at the address in this document. All requests for additional information shall be submitted in writing. Answers shall be provided to all respondents of record on the date that answers are available.

**N. County to Request Clarification and Additional Research**

1. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a particular response. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is non-responsive and consequent rejection of the response.
2. The County may obtain information from any legal source for clarification of any response or for information on any respondent. The County need not inform the respondent of any intent to perform additional research in this respect or of any information thereby received.
3. The County may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the County, become part of the public records and may be disclosed accordingly.
4. The County reserves the right to investigate references including customers other than those listed in the respondent's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the County.

## **O. Rejection of Responses**

The County reserves the right to reject any or all responses received as a result of this request. Responses may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the respondent to adhere to one or more of the provisions established in this RFQ.
2. Failure of the Respondent to submit a response in the format specified herein.
3. Failure of the respondent to submit a response within the time requirements established herein.
4. Failure of the respondent to adhere to ethical and professional standards before, during, or following the response process.

The County may reject any response not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

## **P. Modification or Withdrawal of Response by Respondent**

1. A response may not be modified, withdrawn, or canceled by the respondent for 60 (sixty) calendar days following the time and date designated for the receipt of responses.
2. Responses submitted early may be modified or withdrawn only by notice to the County Contracts Manager, at the response submittal location, prior to the time designated for receipt of responses. Such notice shall be in writing over the signature of the respondent. All such communications shall be so worded as not to reveal the amount of the original response or any other material contents of the original response.
3. Withdrawn responses may be resubmitted up to the time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

## **Q. Response Ownership**

1. All responses submitted become and remain the property of the County and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the County shall make available to any person requesting information through the County's processes for disclosure of public records, any and all information submitted as a result of

this solicitation without obtaining permission from any respondent to do so after the Notice of Intent to award has been released.

**R. Affirmative Action**

By submitting a Response, the Respondent agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

**S. Disadvantages, Minority, Women, & Emerging Small Business (DMWESB)**

Benton County encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Respondents may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

By submitting a response, the respondent specifically certifies, under penalty of perjury, that the respondent has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**T. Notification of Competitive Range**

All responsive, responsible respondents evaluated by this RFQ will be notified of the Selection Review Committee's recommendations for the Competitive Range.

**U. Protests of Competitive Range Selection**

A respondent may protest the selection of the Competitive Range if the respondent claims to have been adversely affected or aggrieved by the selection of a competing respondent. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

The following procedure applies to Respondents who protest the Notice of the Competitive Range, OAR 137-049-0450(5). All protests must be in writing and physically received by **Friday, February 9, 2018, 4:00 p.m.** local time at the Benton County Public Works, Corvallis, Oregon, and no less than seven (7) calendar days from the date of the Notification of Competitive Range selection. Protests shall be addressed to the Contract's

Manager at the submittal address listed. Protests not filed within the time specified or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

## **SECTION V. - SUBMITTAL INSTRUCTIONS AND CHECKLIST**

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This Request for Qualifications (RFQ) must be submitted sealed and marked plainly as **RFQ Health Center Renovation, Project No. B-15-01-16**, and submitted to Joyce Galloway or Kathy Goss, Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **2:00 p.m. local time on Thursday, January 25, 2018**. If the respondent submits an RFQ via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the solicitation must be written on the outside delivery service packaging.

Respondents must submit eight (8) copies of their RFQ which includes an original. In addition to the hard copy (printed paper) version, respondent shall provide an electronic version of the RFQ on a USB drive in non-editable, Adobe format.

Failure to comply with these instructions may result in the rejection of the RFQ.

- A. RFQs must be submitted on letter-sized (8.5" x 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- B. RFQ should be printed double-sided, and prepared in a simple, economical manner, with all pages numbered within each section. The RFQ should be prepared succinctly, providing a straight forward, concise description of the Respondent's ability to meet the requirements of the RFQ.
- C. The RFQ should be separated with section divider pages in the same criterion number order as provided below.
- D. Respondent must provide an electronic version of the RFQ on a USB drive in non-editable, Adobe format.

All RFQs must include the following submittals to be considered; as described in **Section III. C. Response Requirements and Evaluation Criteria**

- |   |  |
|---|--|
| <input type="checkbox"/> Introductory Letter & Proof of Licensure | <input type="checkbox"/> Non-Collusion and Conflict of Interest Certification (Exhibit A)  |
| <input type="checkbox"/> Key Personnel Qualifications             | <input type="checkbox"/> Certification Statement for Corporations or Independent Contractors (Exhibit B)                                 |
| <input type="checkbox"/> Experience with Similar Projects         | <input type="checkbox"/> Representations and Certifications Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C) |
| <input type="checkbox"/> Scheduling                               | <input type="checkbox"/> Certification of Insurance Requirement (Exhibit D)  |
| <input type="checkbox"/> Proposed Site Coordination               | <input type="checkbox"/> References (Exhibit E)  |
| <input type="checkbox"/> Management Techniques                    | <input type="checkbox"/> Copy of Contractor's License  |
| <input type="checkbox"/> References                               | <input type="checkbox"/> Signed Addenda (if applicable)  |
| <input type="checkbox"/> Adequate Bonding                         |  |
| <input type="checkbox"/> Claim History                            |  |
| <input type="checkbox"/> Adequate Insurance                       |  |
| <input type="checkbox"/> Appropriate Resources                    |  |
| <input type="checkbox"/> Subcontractor Management                 |  |
| <input type="checkbox"/> Self-Performed Work                      |  |

## **SECTION VI. - DEFINITIONS**

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**DEFINITIONS** (as used in these contract documents, except where the context otherwise clearly requires)

**OWNER** means Benton County, Oregon.

**COUNTY'S REPRESENTATIVE PROJECT MANAGER & CONTRACT MANAGER** means the person or persons designated by the COUNTY to administer this contract and monitor compliance hereunder.

**COMPETITIVE RANGE** means the selected firms or persons after the County evaluates and scores Requests for Qualifications based on a list of criteria.

**CONTRACT DOCUMENTS** means all written documents existing at the time of execution of this contract and setting forth the obligations of the parties, including the Request for Qualifications, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Respondent Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

**CONTRACTOR, FIRM, OR RESPONDENT** means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

**DELIVERABLE** means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measureable to determine that all conditions and acceptable performance are met.

**GC** means General Contractor.

**INVITATION TO BID (ITB)** means the process to solicit Bids from a Person or Firm for a defined Project or Purchase.

**RESPONSIVE RESPONSE** means an Offer or Response that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

**REQUEST FOR QUALIFICATIONS (RFQ)** means the process to evaluate a Person or Firm's qualifications prior to inviting the Person or Firm to submit a Bid or Solicitation Response for a Project or Purchase.

**STATEMENT OF TIME** means a period of time, unless stated as a number of County business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFQ document, and any

resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

**SUBSTANTIAL COMPLETION** means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

**WORK** means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Qualifications, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Respondent is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

### Certifications

**Non-Collusion** The undersigned Respondent hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the County. The fees, prices, and response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Discrimination** The undersigned Respondent has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the County Board of Commissioners, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the County, and all other Respondent's submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Respondent must disclose any current or past relationship as an employee of Benton County. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (check box that applies):  Yes  No

### Signature Block

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

\_\_\_\_\_  
Respondent's Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Id Number/Social Security Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**A. Contractor is a Corporation, Limited Liability Company, or a Partnership**

I certify under penalty of perjury that Contractor is a (check one):

- Corporation    Limited Liability Company    Partnership    Nonprofit Corporation authorized to do business in the State of Oregon

Signature: \_\_\_\_\_

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

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**B. Contractor is a Sole Proprietor Working as an Independent Contractor**

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

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the County to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true

*Note: Check all that apply. You must check at least three to establish that you are an independent contractor.*

- A. Contractor’s services are primarily carried out at a location that is separate from the Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

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

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(Notarization is not required)

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

Print Name and Title \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages.

### TYPE OF INSURANCE & LIMITS OF LIABILITY

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**General Liability** including personal injury, bodily injury and property damage with limits as follows:

Either

\_\_\_\_\_ \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

Or

\$2,000,000 Per Occurrence / \$4,000,000 General Aggregate / \$4,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per project.

**Automobile Liability**      Covering any vehicle used on County business

Either

\$1,000,000 per accident

Or

\_\_\_\_\_ \$2,000,000 per accident

**Worker's Compensation**      Per Oregon State Statutes

**Professional Liability**      limits not less than \$1,000,000 Per Claim and \$1,000,000 annual aggregate with 24 months tail coverage.

\_\_\_\_ **Property of Others in Transit** (if Contractor to haul County Equipment) limits to be not less than \$100,000 per occurrence / \$500,000 General Aggregate

If this contract extends beyond July 1, 2019, the above limits shall rise to the limits established in the Oregon Tort Limit Act, ORS 30.260, 30.261, 30.272, and 30.273. Contractor must provide proof of increased insurance coverage to coincide with statutory increases in the tort liability caps.

CONTRACTOR'S general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Benton County, its officers, agents and employees as additional insureds and shall provide Benton County with a 30-day notice of cancellation.

Worker's compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Benton County as an additional insured, but must list Benton County as a certificate holder and provide a 30-day notice of cancellation to Benton County.

Certificates of Insurance shall be forwarded to:

Benton County Public Works  
360 SW Avery Avenue  
Corvallis, OR 97333

CONTRACTOR agrees to deposit with the COUNTY, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the COUNTY during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.

**Contractor's Acceptance** \_\_\_\_\_ **Date** \_\_\_\_\_

