



# **GREEN AREA WATER & SANITARY AUTHORITY**

## **Request for Proposals Green Area Water & Sanitary Authority**

for

## **Water & Sanitary Master Plan Updates and Engineer of Record Services**

Issue Date: September 19, 2024

**PROPOSAL DUE DATE & TIME:  
October 23, 2024, at 2:00 P.M. Pacific Time**

Proposals must be submitted to the Project Manager listed in Section 3.1 of this document on or before the Proposal Due Date & Time

## Advertisement

### **REQUEST FOR PROPOSALS Green Area Water & Sanitary Authority Water & Sanitary Master Plan Updates and Engineer of Record Services**

The Green Area Water & Sanitary Authority (GAWSA or “the Authority”) in Roseburg Oregon, requests proposals from qualified licensed engineering firms, to prepare updates to the Authority’s water and sanitary master plans and to serve as the Authority’s engineer of record.

The Special Districts Association of Oregon (SDAO) is acting as a project advisor on this solicitation. Request for Proposal (RFP) documents may be obtained on the SDAO website at <https://www.sdao.com/requests-for-proposals>. Proposers must check the SDAO website for all current RFP documents and any potential addenda.

**A mandatory pre-proposal conference and site visit is scheduled for October 1, 2024, at 2:00 pm as outlined in Section 2.6 of the solicitation document.**

Proposals are due at 2:00 PM, Wednesday October 23, 2024. Details of the submission process are outlined in Section 3.1 of the RFP.

The Authority reserves the right, without prejudice, to reject any or all Proposals for good cause, if it is determined to be in the best interest of the Authority, or for non-conformance with public contracting procedures. All Proposers are required to comply with Oregon Revised Statutes and Authority policies.

Date: September 19, 2024

By: David Campos, Project Manager

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**Reference Documents available at <https://www.sdao.com/requests-for-proposals>**

- I. RCWD Master Plan Update 2015**
- II. RCWD Updated Source Water Assessment 2019**
- III. GSD Wastewater Collection System Master Plan 2006**
- IV. GSD Intergovernmental Agreement with City of Winston – WWTP**

## **Section 1 - Invitation**

### **1.1 – Overview**

The Green Area Water & Sanitary Authority (“GAWSA” or “the Authority”) in Roseburg, Oregon requests proposals from qualified engineering firms, to prepare updates to GAWSA’s water and sanitary master plans and to serve as GAWSA’s engineer of record. All providers of engineering services must be registered and hold a valid certificate to practice engineering in the state of Oregon. To be considered, an interested party must submit a Proposal in accordance with the requirements set forth in this Request for Proposals (RFP).

### **1.2 – General Instructions**

Proposals must comply with the requirements of and be submitted by the be submitted by the specified Proposal Due Date and Time described in Section 3.1 of this RFP.

RFP documents, and any addenda to the RFP, may be obtained on the SDAO website at <https://www.sdao.com/requests-for-proposals>. To obtain pertinent notifications and additional information about this RFP, Proposers are required to notify Greg James, Authority Project Advisor at [gjames@sdao.com](mailto:gjames@sdao.com).

## **Section 2 - Background and General Information**

### **2.1 – Project Background**

Originally formed in 1937 to serve a small area around Roberts Creek Road, the Roberts Creek Water District (RCWD) initially relied on Cooper Spring as its main water source, hence its name. As more residents in the area, later known as the Green District, sought annexation into the Water District, the South Umpqua River was chosen as a more reliable and constant water source.

The original RCWD water treatment plant and reservoir, built in 1948, were replaced by a 2.5 million gallons-per-day treatment plant in 1975. This plant reached capacity in 1990, leading to a moratorium on new services until a major upgrade was completed in 1994. The most recent upgrade to the plant occurred between 2011 and 2012, enhancing water capacity and meeting stringent state and federal treatment standards for the South Umpqua River source. The plant, located off Grange Road on the South Umpqua River, can currently pump 3.75 million gallons per day and has the potential to be upgraded to pump up to 8 million gallons per day as future needs dictate.

The Green Sanitary District (GSD) formed in 1955 in response to residents who were concerned about failing septic tank drain fields causing health and environmental problems. In 1961, the State of Oregon funded the construction of a wastewater collection system and wastewater treatment lagoons for a cost of approximately \$400,000. The initial system provided sanitary sewer service to 255 residential and commercial customers with a maximum design capacity for 355 houses.

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By the early 1970s, continued growth within the Green Area caused the GSD Board to raise concerns about the capacity of the treatment lagoons. The neighboring City of Winston was also concerned about the capacity of its wastewater treatment system and both communities began discussing how to solve their problems concurrently. Results of these discussions led to a 1974 regional wastewater treatment study that recommended construction of a centralized treatment facility (WWTP) located between Winston and Green. By 1980, the new facility was constructed (with Douglas County as the Owner) for a total cost of \$9.2 million using a 68 percent grant from the EPA and a 32 percent loan from Douglas County. The WWTP, utilized Rotating Biological Contactors as the secondary process and had a design capacity of 3.5 million gallons per day (MGD).

In 1999, a comprehensive update of facility was constructed incorporating biological nutrient removal and improved solids handling. In 1999, GSD's G4 pump station was also modified to improve control systems. In 2013, the WWTP Phase II upgrade was completed, which included construction of a new secondary clarifier, mixed liquor splitter box, anaerobic digester, and wet weather pump station. Additional improvements included modifications to the digester control building, gravity filters, effluent flowmeter structure, and aluminum sulfate pumping system.

In 2020, voters in the RCWD and GSD service areas approved the formation of the Green Area Water & Sanitary Authority (GAWSA) to replace the two districts. Creating a single entity to serve customers in both districts enhanced staffing efficiencies, created consistent supply and collection policies, and improved effectiveness through economies of scale, comprehensive financial planning, improved financial certainty, and more effective long-term planning to meet future requirements.

GAWSA, like its RCWD and GSD predecessors, is a local municipality (special district) formed to provide potable water and sanitary sewer services to residents of the Green District of Roseburg and nearby outlying areas, including Roberts Creek, Glengary Loop, and McClain Avenue. It operates under Oregon Revised Statutes ("ORS") chapter 450 and the Authority's adopted ordinances. GAWSA is governed by a locally elected five-member Board of Directors who each serve a four-year term.

GAWSA now seeks engineering services to prepare updates to the water and sanitary master plans previously prepared for RCWD and GSD to ensure that infrastructure and resources are available to provide stable, high-quality water and sanitary services well into the future. The Authority also intends to identify an Engineer of Record to provide ongoing design and implementation support for capital improvement projects identified in the plan updates.

**2.2 – Issuing Office & Project Manager**

This RFP is issued by the Green Area Water & Sanitary Authority. GAWSA's Project Manager for this work is David Campos, General Manager, Green Area Water & Sanitary Authority, 4336 Old Hwy 99 S, Roseburg, OR 97471, [dcampos@gawsa-or.org](mailto:dcampos@gawsa-or.org). The Project Manager will facilitate meeting(s) with Authority representatives as outlined in Section 2.6 and the receipt of proposals only during the solicitation process. All other communications must be directed to the Authority Project Advisor identified in Section 2.3.

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**2.3 – Project Advisor**

GAWSA has entered into a consulting services agreement with the Special District Association of Oregon (“SDAO”) to support the Authority as a Project Advisor for this solicitation. All questions and correspondence pertaining to this RFP should be directed to the Authority Project Advisor, Greg James at [gjames@sdao.com](mailto:gjames@sdao.com).

**2.4 – RFP Schedule**

The following anticipated schedule for this procurement is subject to revision:

<b>Anticipated RFP Schedule</b>		
<b>Activity or Milestone</b>	<b>Date</b>	<b>Time</b>
Issue Date of RFP	Sept. 19, 2024	
Mandatory Pre-Proposal Conference & Site Visit	October 1, 2024	2:00 P.M.
Deadline for Pre-Proposal Protests	October 8, 2024	5:00 P.M.
Deadline for Proposers to Submit Questions	October 8, 2024	5:00 P.M.
Issue Addendum #1 (approximate, if necessary)	October 10, 2024	
Proposal Due Date and Time	October 23, 2024	2:00 P.M.
Proposal Opening	October 23, 2024	2:15 P.M.
Finalist Interviews (approximate, if needed)	October 31, 2024	TBD
Issuance of Notice of Intent to Award (approximate)	November 1, 2024	
Deadline for Pre-Award Protests	Seven (7) calendar days after Notice of Intent to Award	
Highest Ranked Finalist Submittal of Fee Proposal (Section 6.5)	November 6, 2024	5:00 PM
Contract Negotiations	Nov. 7-11, 2024	
Authority Board Consideration of Agreement	November 14, 2024	
Anticipated Contract Start Date	November 20, 2024	

**2.5 – Advertisement**

This RFP has been advertised in the following newspapers of general circulation:

- Portland Daily Journal of Commerce, <http://djcoregon.com>
- Portland Business Tribune, [www.biztrib.com](http://www.biztrib.com)
- Roseburg News-Review, <https://www.nrtoday.com/>

This RFP, attachments and reference documents are available for download at: <https://www.sdao.com/requests-for-proposals>. RFP documents will not be mailed or emailed to prospective Proposers.

## **2.6 – Mandatory Pre-Proposal Conference & Meetings with Project Staff**

A Mandatory Pre-Proposal Conference is scheduled for October 1, 2024, at 2:00 pm at the GAWSA office, 4336 Old Highway 99 S, Roseburg, OR 97471. In-person attendance at the pre-proposal conference is a **mandatory condition of responding to this solicitation**

The mandatory pre-proposal conference is intended to allow proposers an opportunity to ask questions about the RFP and the scope of services. Any statements made by the Authority or their project advisor during the pre-proposal meeting are not binding on the Authority unless confirmed in writing via an addendum.

In addition to the Pre-Proposal Conference, each project team, at its option, may request one (1) meeting with Authority representatives, prior to submitting a proposal. The meeting must be scheduled through the Authority’s Project Manager and must occur no later than fourteen (14) calendar days prior to the Proposal Due Date. Time allotted for this meeting is one (1.0) hour for each team. All other contact with Authority representatives, including Board members, and staff is prohibited.

## **2.7 – Opening**

After the Proposal Due Date and Time, Proposals will be opened and recorded at the time specified in the RFP Schedule. The number of Proposals received and/or contents of any Proposals will not be disclosed to the public until all Proposals have been evaluated and the notice of Intent to Award has been issued.

# **Section 3 – Instructions to Proposers**

## **3.1 – Proposal Submission**

Proposers shall submit to the Authority six (6) printed copies of their Proposal and one (1) digital copy as a single PDF file on a USB drive. **Proposals must be received no later than 2:00 P.M. Pacific Time on October 23, 2024.**

Proposals may be delivered through mail or parcel carrier, or in person. Proposals sent by e-mail or facsimile will not be accepted.

Proposals must be submitted in a sealed envelope and addressed as follows:

David Campos, Project Manager  
Proposal for Water & Sanitary Master Plan Updates  
and Engineer of Record Services  
Green Area Water & Sanitary Authority  
4336 Old Highway 99 S,  
Roseburg, OR 97471



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The Proposer is responsible for the Authority's receipt of the Proposal. GAWSA may reject any Proposal not in compliance with this RFP and applicable laws. GAWSA may reject any or all Proposals in whole or in part when the rejection or cancellation is in the best interest of GAWSA. Proposers responding to this RFP do so solely at their expense and the Authority is not responsible for any Proposer expenses associated with this RFP.

**3.2 – Changes to the Solicitation by Addenda**

The Authority reserves the right to make changes to this RFP by written addendum. Addenda shall be issued via e-mail to all prospective Proposers known to the Authority to have expressed interest in the project. To obtain addenda and other pertinent notifications Proposers are required to notify Greg James, Project Advisor of their interest in the project at [gjames@sdao.com](mailto:gjames@sdao.com).

All Addenda will be posted to the SDAO website at <https://www.sdao.com/requests-for-proposals>. Any addenda shall have the same binding effect as though contained in the main body of this RFP. Verbal instructions or information concerning the scope of work of the project given out by Authority managers, employees, agents, or advisors shall not bind the Authority.

Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued. The Proposer shall acknowledge receipt of all Addenda by completing and submitting the Proposer Certifications and Representations form, included as Appendix B of this RFP.

**3.3 – Confidentiality**

In accordance with ORS 279C.107 and 279C.410, information submitted by Proposers shall be held as confidential and not subject to public review until the Authority executes a contract with a Proposer. Trade secrets, as defined under state law, and information submitted to a public body in confidence may be withheld following execution of a contract, provided that Proposers request any exceptions in writing, noting specifically which portion of the Proposal the Proposer requests to be exempt from disclosure. All confidential material shall be clearly marked and the word "Confidential" shall be stamped in red on the pages that apply. Proposer shall not mark the entire Proposal "Confidential." The Authority will make all reasonable efforts not to disclose information requested to be kept confidential but cannot guarantee confidentiality under Oregon's public records laws.

**3.4 – Cancellation**

The Authority reserves the right to cancel award of a contract resulting from this solicitation at any time before execution of the contract if cancellation is deemed to be in the Authority's best interest. In no event shall the Authority have any legal or financial liability for the cancellation of award.

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**3.5 – Late Submittals**

All Proposals that are not received by the Proposal Due Date and Time stated in this RFP will be considered late and will be not accepted. Delivery delays for any reason do not excuse the Proposer’s responsibility for submitting the Proposal by the stated deadline.

**3.6 – 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 this RFP, the decision of the Authority shall be final and binding upon all parties.

**3.7 – Proposer’s Representations**

By submitting a Proposal in response to this RFP, a Proposer represents that:

- a. They have read and understand this RFP, including any issued addendum, and their Proposal is made in accordance therewith.
- b. They have familiarized themselves with the local conditions under which the work will be performed; and
- c. Their Proposal is based upon the requirements described in this Request for Proposals without exception.

**3.8 – Proposer Requests for Information and Interpretation of RFP Documents**

Requests for information regarding the Authority, or requests for clarification, interpretation, or change of the specifications of the RFP, must be submitted in writing via email directly to the Project Advisor at the address listed in Section 2.3 of this RFP. All requests must be received by the Deadline for Proposers to Submit Questions identified in the Proposal Schedule. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The Authority will consider all requested changes and, if appropriate, amend the RFP. Answers and/or addenda will be posted on the SDAO website at <https://www.sdao.com/requests-for-proposals>, and provided to all Proposers of record on the date that answers are available.

The Authority shall make any interpretations, corrections, or changes of the RFP in writing by published addenda. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, or changes.

**3.9 – Complaints and Inequities**

Any complaints or perceived inequities related to this RFP, or award of work referenced herein shall be in writing and submitted as described in Section 6.6 of this RFP. Such submittals will be reviewed upon receipt and will be answered in writing.

### **3.10 – Cost of Proposals and Associated Responses**

The Authority is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a Proposal and Fee Proposal, or for any cost incurred by a Proposer in protesting the Authority’s selection decision and contract award.

### **3.11 – Authority Requests for Clarification, Additional Research & Revisions**

The Authority reserves the right to obtain clarification of any point in a Proposal or Fee Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The Authority may obtain information from any legal source for clarification of any Proposal, Fee Proposal, or information on any Proposer. The Authority may not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The Authority may, at its sole option, perform investigations of a Proposer. 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 Authority, become part of the public records, and may be disclosed accordingly.

The Authority reserves the right to request revisions or clarifications of Proposals or Fee Proposals after their submission and before a final award.

### **3.12 – Rejection of Proposals**

The Authority reserves the right to reject any or all Proposals received in response to this RFP. Proposals and Fee Proposals may be rejected for the following reasons, including but not limited to:

- a. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- b. Failure of the Proposer to submit a Proposal or Fee Proposal in the format and with the content specified herein.
- c. Failure of the Proposer to submit a Proposal or Fee Proposal within the time requirements established herein.
- d. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the solicitation and contracting process.

The Authority may reject any Proposals or Fee Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject any or all Proposals and Fee Proposals if the Authority determines that it is in the public interest to do so.

### **3.13 – Modification or Withdrawal of Proposals by Proposer**

A Proposal may not be modified, withdrawn, or canceled by the Proposer for sixty (60) calendar days following the Proposal Due Date and Time. Proposals submitted before the Proposal Due Date and Time may be modified or withdrawn only by written notice to the Authority. Such notice of modification or withdrawal of a Proposal shall be submitted in writing over the signature of the Proposer and shall be submitted prior to the Proposal Due Date and Time and shall be submitted to the Authority Project Advisor at [gjames@sdao.com](mailto:gjames@sdao.com). All such communications shall be so worded as not to reveal any material contents of the original Proposal.

Withdrawn Proposals may be resubmitted up to the Proposal Due Date and Time if they are then fully in conformance with this RFP.

### **3.14 – Proposal Ownership**

All Proposals submitted become and remain the property of the Authority and, as such, are considered public information and subject to public disclosure under the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.311 to ORS 192.483.

Unless certain pages or specific information are specifically marked “confidential” and qualify as such within the context of the regulations or laws stated in the preceding paragraph, the Authority shall make available to any person requesting information through the Authority processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after a Notice of Intent to Award has been issued by the Authority.

### **3.15 – Affirmative Action / Nondiscrimination**

By submitting a Proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a Proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts.

## **Section 4 – Requested Services**

### **4.1 – General Information**

The Authority seeks to obtain services from qualified firms, with demonstrated success in preparation of water and sanitary collection system master plans and in providing engineer of record services for the evaluation, planning, and design of water and sanitary system projects as described in Section 4.2, Scope of Work.

### **4.2 – Scope of Work**

This project consists of three work elements, including:

- Preparation of a Water System Master Plan (WSMP) Update
- Preparation of a Wastewater Collection System Master Plan (WCSMP) Update
- Performance of Engineer of Record (EOR) Services

The anticipated objectives and scope for each work element are summarized below.

The Authority’s water and wastewater collection system service areas include significant common areas; however, the water and wastewater service areas include notable differences. The WSMP and WCSMP work elements are intended to result in two stand-alone deliverables (i.e., a water system master plan update and a wastewater collection system master plan update). While these are separate work products, to the extent practicable, Proposers should establish common assumptions for the WSMP and WCSMP updates such as base mapping, assumptions, planning period, and methodologies related to population projections to maximize consistency between the WSMP and WCSMP.

#### **4.2.1 – Water System Master Plan Update**

The Authority’s goals for the WSMP Update work element include:

- Prepare a comprehensive update to the RCWD Master Plan Update (MAP Engineering October 2015)
- Identify the anticipated cost and priority for water system improvements needed to correct current and future deficiencies and establish a plan for implementation of water system improvements over a 20-year planning period.
- Satisfy applicable planning requirements for a public water system as established by the Oregon Health Authority Drinking Water Program (OHA-DWP) and the Oregon Water Resources Department (OWRD), including a seismic risk assessment and mitigation plan (ref OAR 333-061-0060(5)(J)).

The WSMP Update shall encompass all elements of the GAWSA water system, including but not limited to water supply, treatment, transmission, storage, distribution, and regulatory compliance.

Anticipated tasks within the work element for the WSMP Update include:

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1. Policy and Performance Criteria – review GAWSA’s existing policies and performance objectives for planning, design, operation and maintenance of the water system; identify proposed updates as appropriate; establish a basis of planning for evaluation of the existing system and planning for future improvements.
2. Population Projections and Demand Forecasts – update population projections and demand forecasts specific to GAWSA’s water service area for a 20-year planning horizon; update forecast methodologies and assumptions as needed.
3. Documentation of Existing System – update existing system mapping and asset inventory to include new assets, updated condition data, and performance concerns as provided by GAWSA.
4. Hydraulic Model Development and Calibration – prepare and calibrate a simplified, steady state hydraulic model of the water supply and distribution system as needed to evaluate water system performance and identify system deficiencies.
5. Evaluate Distribution System Performance – assess performance of the existing water supply and distribution system, including evaluation of distribution storage, to satisfy peak demands and fire flow demands; identify system deficiencies.
6. Water Supply Planning – identify future water supply requirements based on demand forecasts; evaluate adequacy of existing supply resources and water rights; identify and evaluate water supply strategies and improvements, as applicable.
7. Water Quality and Regulatory Compliance – assess water quality and regulatory compliance based on available records provided by the Authority; identify current and anticipated future regulatory compliance issues and concerns; identify water quality and regulatory compliance strategies and improvements, as applicable.
8. Seismic Risk Assessment and Mitigation Plan – conduct a limited assessment of existing facilities as needed to meet the minimum applicable requirements of OAR 333-061-0060(5)(J); identify recommended improvements and additional studies, as needed.
9. Capital Improvement Plan – identify recommended system improvements to address identified deficiencies; identify project description, proposed timing, estimated capital and operating costs, and estimated share of capital costs eligible for funding using system development charges (SDCs).

Additional support services including but not limited to coordination with the Authority’s rate consultants and potential funding agencies will be provided under the Engineer of Record services outlined below.

**4.2.2 – Wastewater Collection System Master Plan Update**

The Authority’s goals for the WCSMP Update services include:

- Prepare a comprehensive update to the GSD Wastewater Collection System Master Plan Update (SHN Consulting Engineers & Geologists, February 2006)
- Identify the anticipated cost and priority for wastewater collection system improvements needed to correct current and future deficiencies to establish a plan for implementation of the system improvements over a 20-year planning period.
- Identify projected flows and loadings to the Authority’s jointly owned wastewater treatment plant to facilitate planning for future improvements to the treatment plant.

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- Satisfy applicable planning requirements for a public wastewater collection system as established by the Oregon Department of Environmental Quality (ref OAR Chapter 340).

The WCSMP Update shall encompass all elements of the GAWSA wastewater collection system, including but not limited to sanitary sewers, pump stations, force mains, related facilities, regulatory compliance for the collection system, and identification of the Authority's share of projected flow and loading to the Authority's jointly owned wastewater treatment plant. The WCSMP Update excludes planning for improvements to the existing wastewater treatment plant.

Anticipated tasks within the work element for the WCSMP include:

1. Policy and Performance Criteria – review GAWSA's existing policies and performance objectives for planning, design, operation, and maintenance of the wastewater collection system; identify proposed updates as appropriate; establish a basis of planning for evaluation of the existing system and planning for future improvements.
2. Population Projections and Flow Forecasts – update population projections and flow forecasts specific to GAWSA's wastewater collection system service area for a 20-year planning horizon; update forecast methodologies and assumptions, as needed.
3. Documentation of Existing System – update existing system mapping and asset inventory to include new assets, updated condition data, and performance concerns as provided by GAWSA.
4. Hydraulic Model Development and Calibration – prepare and calibrate a simplified hydraulic model of the wastewater collection system using available flow records as needed to evaluate collection system performance.
5. Evaluate Collection System Performance – assess performance of the existing wastewater collection system, including evaluation of pump stations and force mains, to satisfy peak wet weather flows; identify system deficiencies.
6. Infiltration and Inflow – evaluate existing available data to assess the significance of existing infiltration and inflow (I&I) into the wastewater collection system; identify recommended improvements and program strategies to reduce I&I as needed.
7. Regulatory Compliance – assess regulatory compliance based on available records provided by the Authority; identify current and anticipated future regulatory compliance issues and concerns; identify regulatory compliance strategies and improvements, as applicable.
8. Capital Improvement Plan – identify recommended system improvements to address identified deficiencies; identify project description, proposed timing, estimated capital and operating costs, and estimated share of capital costs eligible for funding using system development charges (SDCs).

Additional support services including but not limited to coordination with the Authority's rate consultants and potential funding agencies will be provided under the Engineer of Record services outlined below.

**4.2.3 – Engineer of Record Services**

The Authority's goals for the Engineer of Record (EOR) services include:

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- Provide ongoing technical support to the Authority Board of Directors and staff as needed.
- Function as an extension of Authority staff to coordinate, support and respond to planned and unplanned events in a manner that helps sustain ongoing reliability, efficiency and effectiveness of the Authority’s water and sanitary systems.
- Successfully manage implementation of capital improvement projects identified in the water and sanitary capital improvement plans.

The projects and assignments authorized under the EOR work element will vary in size and scope. This work is anticipated to include both general engineering and support services and project-specific assignments. Within this structure, anticipated assignments may include:

1. General Engineering and Support Services

These assignments are anticipated to be routine and administrative in nature, have a poorly defined scope, and may have little to no advance notice. Examples of these services may include:

- a. Interpretation, application, and evaluation of variances to Authority standards and guidelines
- b. Technical support to the Authority’s consultants for rate studies and SDCs
- c. Technical support related to coordination with the Oregon Health Authority, Department of Environmental Quality and other agencies as requested
- d. Updates to the Authority’s mapping and asset management records
- e. Review, comment, and support of engineering-related issues such as ordinances, resolutions, design standards and construction specifications
- f. Permitting support including but not limited to coordination with regulatory agencies, identification of permit requirements, permit applications, permit status tracking, field inspections, compliance monitoring, and compliance reporting.
- g. Review and comment on federal, state or local proposed regulations, permits, applications and/or correspondence
- h. Technical support and coordination with funding agencies and assistance in drafting funding applications
- i. Other tasks as assigned

General Engineering and Support Services will be provided on a time and materials basis. At the time the service is requested, to the extent practicable, the EOR shall provide the General Manager a preliminary estimate of the time and resources required to complete the assignment. The authorization of such an assignment will be subject to informal (e.g., email) advance approval by the General Manager or their designee

2. Project-Specific Assignments

These assignments are anticipated to have a defined scope of work, are relatively larger in scale, or for any other reason the Authority makes a project-specific assignment. Examples of Project-Specific Assignments may include:



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- a. Provide detailed design and construction specifications for successful bidding and construction coordination of infrastructure improvement and maintenance projects including but not limited to water and sewer pipelines and pump stations, infiltration / inflow (I&I) assessment projects, and I&I mitigation projects.
- b. Provide project construction observations of public improvements installed by Authority forces or as part of private development projects, including final inspections, punch list development, review of as-built drawings, testing results, as-built certification, project closeout, and inspections during the construction warranty period.
- c. Research requirements and as needed, prepare a Water Management and Conservation Plan (WMCP) to meet applicable requirements of the Oregon Water Resources Department.
- d. Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, and property acquisition.
- e. Attend meetings of the Board of Directors to provide updates on projects or as requested by the Authority.
- f. Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the Authority.

Project-Specific Assignments will be provided on a task order basis. Upon request from the General Manager the EOR shall prepare a detailed written proposal describing the scope of work, schedule, and cost proposal. Authorization of Project-Specific Assignments will be subject to written advance approval by the Board of Directors, General Manager, or their designee. The EOR will track project costs for the task order with an independent project number separate from General Engineering services.

The Authority reserves the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise, or if the EOR elects to not accept a request for a specific work order. The award of a contract for EOR services does not guarantee that the selected firm will be assigned any or all Authority projects.

**The EOR shall provide all services to the Authority in a timely manner, without unreasonable delays and must be readily accessible for in-person meetings, if requested. In general, EOR services are not a remote work assignment and the EOR's office must be located within an acceptable travel time to the Authority's office.**

#### **4.3 – Project Budget and Schedule**

The Authority's professional services budget for preparation of updates to the water and sanitary system master plans is approximately \$175,000. Proposers should identify suggested changes to the Authority's scope of work identified in Section 4.2 as needed to achieve this professional services budget. The Authority's professional services budget for engineer of record services will be established on a task order basis for each Engineer of Record project assignment authorized by the Authority.

The Authority intends that updates to the water and sanitary master plans will be complete within nine (9) months following issuance of notice to proceed by the Authority. In addition, the Proposer

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shall provide a preliminary draft list of capital improvement projects, as outlined in Section 4.2, Scope of work, by no later than May 1, 2025, to assist the Authority's budget and rate planning. The schedule for EOR services will be established specific for each assignment or task order and subject to the terms established in the final Professional Services Agreement.

**4.4 – Proposer Qualifications and Requirements**

The Proposer must have a proven history of providing high-quality services, meeting project goals and objectives, producing high quality work products, and adhering to project schedules and budgets. The Authority will verify this requirement by communication with the Proposer's clients and references.

The Proposer's project team shall be available for the duration of the project. Upon execution of the Professional Services Agreement, key personnel and subconsultants assigned to the project shall not be changed without written approval of the Authority.

Proposers shall provide a team that have all required licenses and certifications required to perform the work.

**4.5 – Professional Services Agreement - Contract**

Services shall be furnished under a professional services agreement between the Authority and Proposer. The Authority's required Professional Services Agreement is included as Appendix A to this RFP, attached hereto and incorporated by reference.

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter and be bound by the terms of the Authority's Professional Services Agreement. Any exceptions or proposed modifications to the terms of the agreement shall be identified in the Proposal as specified in Section 5.2 of this RFP. This RFP, the Proposer's Proposal, Scope of Work, Fee Proposal, and all supplemental information in response to this RFP will be binding parts of the final Professional Services Agreement.

**4.6 – Insurance**

The selected Proposer, at Proposer's sole costs and expense for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance coverage as established in the final Professional Services Agreement. This shall include, but is not limited to, coverage as an Additional Insured the Authority, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Proposer's operations under this Contract.

The policy or policies of insurance maintained by the Proposer shall provide at least the limits and coverages as specified in the Authority's Professional Services Agreement.

## Section 5 – Proposal Format & Content

### 5.1 – Proposal Format

Proposals shall be prepared simply and economically. Emphasis should be on completeness, efficiency, and clarity of content. Brevity is encouraged.

Proposals shall generally conform to the following requirements:

- a. Proposals must be submitted assuming they will be printed on letter-sized (8.5” x 11”) paper, with margins of at least ½” on all sides. Font size shall be no smaller than 11.
- b. The maximum number of pages in the Proposal shall not exceed twenty (20) pages if printed single-sided. Pages that are formatted for 11x17 inch paper, such as oversized illustrations and maps, will count as two (2) pages. Unless otherwise specified herein, allocation of the number of pages within the Sections of the Proposal shall be at the Proposer’s discretion.
- c. Front and back covers as well as tabs and/or dividers which include only Section names will not count against the total page limitation.
- d. Proposers must include a maximum two-page Introductory Letter, which will not count against the total page limitation.
- e. The Proposer’s proposed exceptions and requested modifications to the Authority Professional Services Agreement shall be submitted with the Proposal and will not count against the total page limitation.
- f. The Proposer’s Certifications and Representations shall be submitted with the Proposal and will not count against the total page limitation.
- g. The Proposer’s Responsibility Inquiry shall be submitted with the Proposal and will not count against the total page limitation.

Resumes, if provided, shall be included in an appendix to the Proposal and will not count against the total page limitation. In general, resumes should not exceed two pages per team member.

### 5.2 – Proposal Content

Proposals that fail to meet the following requirements may be deemed non-responsive. **Proposals shall not include a Fee Proposal – a Fee Proposal will be requested by the Authority from the Highest-Ranking Responsible Proposer(s) in accordance with Section 6.5 of this RFP.**

1. **Introductory Letter.** This letter should:
  - a. Be addressed to David Campos, General Manager, Green Area Water & Sanitary Authority, and must be signed by an officer of the firm authorized to bind the firm to all statements made in the Proposal. Provide contact information, including telephone number(s), e-mail address(es), and physical address(es) to which correspondence should be addressed.
  - b. Acknowledge the Proposer accepts all terms and conditions contained in the RFP and supporting documents or specifically identifies any and all exceptions.
  - c. Name the person(s) authorized to represent the Proposer in any negotiations and the

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- name of the person(s) authorized to sign any contract that may result.
- d. Confirm applicable licensure, including for subconsultants, if applicable, to provide the proposed services.
2. **Qualifications of Proposer.** Identify the capabilities and resources of the Proposer's firm to furnish the requested services including:
- Proposer's areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the Proposer. Provide the same information for any subconsultants to be utilized on the project.
  - Lines of authority and responsibility, Proposer's approach to project management to achieve the intended goals, and processes to identify and respond to problems and changes in scope, schedule, or budget. Describe the processes and tools to be used to manage the quality of deliverables and work products that are consistent with professional standards and achieve the project objectives.
  - Overview of Proposer's capabilities and experience related to:
    - Preparation of water system master plans
    - Preparation of sanitary collection system master plans
    - Planning, design and cost estimating for water system and sanitary collection system improvement projects
    - Delivery of engineer of record services for comparable sized public agencies
    - Anticipated availability and travel time (under typical conditions) for key team members to attend in-person, on-site meetings with Authority staff
    - Other areas the proposer feels are critical to the success of the project
3. **Related Experience and Reference Projects.** Describe a minimum of three (3) projects that are similar in scope, scale, and complexity to the proposed project. For each, include the project name, description, duration, start and end date, and the contract value. List any individuals on the Proposer's Team who participated in each reference project. Include the name, address, and phone number of a person who can be contacted regarding the Proposer's work on the reference projects.
4. **Qualifications of Proposer's Team.** Identify the capabilities, experience, and qualifications of the Proposer's team members. Identify the Proposer's Principal in Charge, Project Manager, other key staff, and the extent of their involvement if selected for this project, including key staff from subconsultants. Include the following:
- Team members' individual roles, responsibilities, credentials, and related experience that will allow the Authority to evaluate the qualifications of the individuals proposed for this work. Describe team members' qualifications and experience on similar assignments.
  - An organizational chart under which the Proposer's team will provide the requested services, if selected.
  - Individual team members' availability as a percentage of time that can be dedicated to this contract.
  - Resumes of key team members shall be included as an appendix to the RFP and should generally be limited to two pages per team member.
5. **Project Understanding.** Provide a clear and concise statement of the Proposer's

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understanding of the Authority’s goals, objectives, and requirements for this project.

6. **Project Approach.** Provide a summary of the anticipated approach to the two types of services being proposed (master plan update(s) and engineer of record), including:
  - a. Anticipated phases of work and tasks required for each phase.
  - b. Proposers’ Team members who will work on each task.
  - c. Anticipated approach to involvement by the Authority board, project manager, key stakeholders, and community members.
  - d. Anticipated work products and deliverables that may result from each task or activity.
  - e. Anticipated challenges and limitations to completing the project and the approach to addressing such concerns.
7. **Project Schedule.** Provide a summary of the anticipated schedule(s) to complete the master planning services from inception through Authority approval of the resulting master plans. Identify the beginning date(s), duration, and end date(s) of anticipated phases and tasks as well as target dates for key deliverables and milestones.
8. **Scope of Work.** Provide a detailed Scope of Work for all proposed services. Clearly delineate between services relating to updates to the Authority’s master plans and services as engineer of record. The Authority may elect to negotiate modifications to the proposed Scope of Work at the sole discretion of the Authority. The proposed Scope of Work will not count against the total page limit.
9. **Exceptions and Requested Modifications to Authority Agreement.** The Proposer shall review the Authority Professional Services Agreement included as Appendix A to this RFP. The Proposer shall identify any exceptions and requested modifications for consideration by the Authority if the Proposer is selected. The Authority may elect to negotiate modifications to the proposed agreement at the sole discretion of the Authority. Exceptions and Requested Modifications to the Authority Professional Services Agreement will not count against the total page limit.
10. **Proposer Certifications and Representations.** Complete and submit Proposer Certifications and Representations form, attached as Appendix B to this RFP. Proposer Certifications and Representations form will not count against the total page limit.
11. **Responsibility Inquiry.** Complete and submit Responsibility Inquiry form, attached as Appendix C to this RFP. Responsibility Inquiry form will not count against the total page limit.
12. **Appendices.** Submit additional information pertinent to this solicitation, such as resumes and brochures, which will not count against the total page limitation.

## Section 6 – Evaluation, Selection and Award

### 6.1 – General Information

Each Proposal will be judged on its completeness and quality of content based on evaluation criteria identified below. The Authority’s Consultant Evaluation Committee (identified below) will evaluate each submitted proposal following a qualification-based selection (or QBS) process, in accordance with ORS 279C, to determine Proposers best qualified to perform the serviced required by this RFP. Upon completion of the evaluation process, the Authority intends to negotiate a final scope of work, fee, and contract with the Proposer whose Proposal is deemed to be most advantageous to the Authority. The Authority reserves the right to contact references as part of the decision-making process and prior to making a final selection.

### 6.2 – Consultant Evaluation Committee

The Consultant Evaluation Committee may include representatives of the Authority, its customers, and the community. The role of the Consultant Evaluation Committee is to evaluate the Proposals submitted and make a recommendation for a contract award. The Authority may also seek independent expert advice to help review the Proposals.

### 6.3 – Proposal Evaluation Criteria

The criteria listed below will be used to evaluate Proposals.

<b>Proposal Content</b>	<b>Maximum Score</b>
Qualifications of Proposer	15
Related Experience and Reference Projects	20
Qualifications of Proposer’s Team	25
Project Understanding & Approach	15
Project Schedule	10
Scope of Work	15
<b>Total Maximum Score</b>	<b>100</b>

### 6.4 – Optional Interviews / Clarifications

The Authority anticipates making an award based on Proposals, without interviews. However, at the Authority’s option, interviews may be conducted with one or more Proposers after Proposal evaluation. If required, interviews will be scheduled and arranged by the Authority. If conducted, interviews will be scored with a maximum of twenty (20) additional points available, and interview scores added to the Proposal evaluation scores.

The Authority reserves the right to seek clarification of each Proposal submitted, including the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

## **6.5 – Selection and Award**

The Authority will enter into negotiations with the highest ranked Proposer to establish the Scope of Work, Project Schedule, Fee, and Professional Services Agreement for the project. Within three (3) business days following notification by the Authority, the highest ranked Proposer shall provide the Authority with a proposed Fee Proposal for all services identified in the Proposer’s Scope of Work, including billing rates for each team member, labor hours and costs by task, and expenses by task. Failure to provide a complete Fee Proposal within three (3) business days may result in rejection of the Proposal.

If an agreement cannot be reached with the highest ranked Proposer or the highest ranked Proposer withdraws from consideration, the Authority reserves the right to negotiate an agreement with the second highest ranked Proposer. The Authority reserves the right to negotiate individually with one or more firms, to negotiate an agreement using best and final offers, and to select one or more firms if determined to be in the best interest of the Authority.

## **6.6 – Protest Procedure**

### **6.6.1 – Pre-Proposal Protests**

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent by electronic mail) to the Project Advisor no later than the date indicated in section 2.4 of the RFP Schedule.

The Project Advisor may be directed at the Authority’s discretion, to postpone the deadline for submission of Proposals, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the deadline for submission of Proposals. If the deadline for submission of Proposals is postponed by the Project Advisor as the result of a protest, the postponement will be announced through an Addendum to the solicitation.

### **6.6.2 – Pre-Award Protests**

Protests made after the issuance of the Notice of Intent to Award by the Authority shall be limited to those protests claiming that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the requested services described in the RFP. Such protests shall be submitted in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) to the Project Advisor no later than seven (7) calendar days after the issuance of the Notice of Intent to Award by the Authority.

The Authority shall resolve all timely submitted protests within a reasonable time following the Authority's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the Authority shall revise the RFP accordingly and shall re-advertise the RFP in accordance with Authority Rule 137-048-0220(2)

Green Area Water & Sanitary Authority

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**Appendix A**

**Authority Professional Services Agreement**



**GREEN AREA WATER & SANITARY AUTHORITY**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Engineering Services**

This Professional Services Agreement ( “Agreement”) is made and entered into by and between the Green Area Water and Sanitary Authority ( “Authority”) and \_\_\_\_\_ ( “Engineer”) [collectively, “the Parties]. The Agreement shall be effective upon signing by both Parties ( “Effective Date”).

In consideration of the Parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1 Scope of Services.**

1.1 Scope of Services. The Authority desires to enter into a contract with an Engineer of Record to provide general engineering services, including but not limited to assisting with updates to the Authority’s master plan for water and sewer services ( “the Project”). Subject to the terms and conditions contained in this Agreement, Engineer will perform engineering services as defined in Addendum A (*attach scope of services, which should include a portion for general engineering services and a portion specific to the master plan updates*), which is attached hereto and incorporated herein by this reference ( “the Services”), as well as all other necessary or appropriate services customarily provided by engineers in connection with its performance of the Services.

Engineer will provide, at Engineer’s cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services.

1.2 Standard of Care. Engineer shall perform the Services to the best of Engineer’s ability, within the Budget defined in Addendum A, and otherwise consistent with the level of care and skill ordinarily exercised by other professional engineers under similar circumstances. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of Engineer’s services, proposals, agreements, or reports contemplated by this Agreement.

1.3 Other Providers. Authority retains the right to cause or direct other engineers or consultants to provide services in connection with the Project that are the same or similar to the Services provided by Engineer under this Agreement.

1.4 Time for Performance. Time is of the essence in the performance of this Agreement. Engineer shall employ all necessary resources, consistent with its obligations under this Agreement, to complete the Services in an expeditious and timely manner. Unless otherwise agreed by the Parties, all Services relating to the Project will be completed no later than \_\_\_\_\_.

**2 Compensation.**

Payments. Subject to the terms and conditions contained in this Agreement, Authority will pay Engineer an amount not to exceed \$ \_\_\_\_\_ for the Project. Payments shall be made monthly in proportion to the Services actually performed and the costs and expenses actually incurred, consistent with the hourly rates and other fees defined on page \_\_\_ of Addendum A. Authority reserves the right to reject any invoice with insufficient itemization, documentation, or other details necessary, in the sole discretion of Authority, to

substantiate the invoice. Authority must approve or request additional documentation within seven (7) calendar days of receipt of each invoice. Authority shall pay the amount due under each Invoice within thirty (30) days after Authority has approved the Invoice.

No Benefits. Consistent with Engineer's status as an Independent Contractor, Authority will not provide any benefits to Engineer and Engineer will be solely responsible for obtaining Engineer's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

Taxes; Licenses. Authority will not withhold any taxes from any payments made to Engineer, and Engineer will be solely responsible for paying any and all taxes of whatever type arising out of or resulting from Engineer's performance of the Services. Engineer will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

### **3 Relationship.**

Independent Contractor. Engineer is an independent contractor and not an employee of Authority. Engineer will be free from direction and control over the means and manner of performing the Services, subject only to the right of Authority to specify the desired results. This Agreement does not create an agency relationship, partnership, or joint venture between Authority and Engineer. Engineer does not have the authority to bind Authority or represent to any person that Engineer is an agent of Authority.

**4 Representations, Warranties, Covenants.** In addition to any other Engineer representation, warranty, and/or covenant made in this Agreement, Engineer represents, warrants, and covenants the Authority as follows:

Authority; Binding Obligation; Conflicts. Engineer is duly organized, validly existing, and in good standing under applicable Oregon law. Engineer has full power and authority to sign and deliver this Agreement and to perform all Engineer's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Engineer, enforceable against Engineer in accordance with its terms. The signing and delivery of this Agreement by Engineer and the performance by Engineer of all Engineer's obligations under this Agreement will not (a) breach any agreement to which Engineer is a party, or give any person the right to accelerate any obligation of Engineer; (b) violate any law, judgment, and/or order to which Engineer is subject; or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body not a party to this Agreement. By signing below, Engineer certifies that Engineer (and Engineer's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

Insurance. During the term of this Agreement, Engineer will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) professional liability insurance for all losses or claims arising out of or related to Engineer's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles (if any) that are or may be used by Engineer in connection with Engineer's performance of the Services with minimum coverage limits required by law; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to Authority, will list Authority and each

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Authority Representative (as defined below) as an additional insureds, and will contain a severability of interest clause; and the workers' compensation insurance will contain a waiver of subrogation in favor of Authority. Insurance policies required under this Agreement may not be cancelled without ten (10) days' prior written notice to Authority. Engineer's insurance will be primary and any insurance carried by Authority will be excess and noncontributing.

Upon Engineer's execution of this Agreement and at any other time requested by Authority, Engineer will furnish Authority with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Engineer is required to obtain under this Agreement. If Engineer fails to maintain insurance as required, Authority may terminate this Agreement due to Engineer's default and pursue all rights and remedies provided under this Agreement and/or applicable law.

Compliance with Laws. Engineer will comply and perform the Services in accordance with all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Engineer, this Agreement, and/or the Services, including, without limitation, all applicable Authority ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated. Without otherwise limiting the generality of the immediately preceding sentence, Engineer will comply with each obligation applicable to Engineer and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are hereby incorporated herein by reference. Prior to the Effective Date, Engineer obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. .

Indemnification. Engineer will indemnify and hold Authority and each employee, officer, and representative (individually and collectively, "Authority Representative(s)"), harmless from and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Engineer's acts and/or omissions (and/or the acts and/or omissions of Engineer's members, managers, directors, officers, shareholders, employees, agents, representatives, Engineers, and/or contractors (individually and collectively, "Engineer Representative(s)"); (b) Engineer's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Engineer's breach and/or failure to perform any Engineer representation, warranty, covenant, and/or obligation contained in this Agreement. Engineer's indemnification obligations provided in this Section 0 will survive the termination of this Agreement.

Assignment of Studies and Reports. Execution of this Agreement by Engineer shall effect an assignment of all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the "Deliverable(s)"). All Deliverables provided to Authority will become the property of Authority, who may use them without Engineer's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Authority agrees that Authority's modification and/or reuse of the Deliverables without Engineer's prior approval will be at Authority's sole risk. Engineer will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Engineer is responsible (including, without limitation, any claims which may be brought against Authority), and Engineer will be liable to Authority for all losses arising therefrom, including costs, expenses, and attorney fees.

Records. Engineer will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five (5) years after the termination of this Agreement. Engineer's records concerning the Services will

be maintained in accordance with sound accounting practices and in an acceptable cost account system. Engineer agrees to provide Authority with access to any books, documents, papers, and/or records of Engineer which are directly pertinent to this Agreement and/or the Services, including, without limitation, Engineer's time and billing records, for the purpose of making audit, examination, excerpts and transcriptions. Engineer agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five (5) years after final payment is made and all pending matters are closed. Engineer acknowledges that, unless specifically exempted by law, all records prepared for or retained by Authority in relation to the Project or the Services are public records subject to disclosure under Oregon law.

Confidential Information. During the term of this Agreement, and at all times thereafter, Engineer will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Engineer may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Engineer promptly notifies the Authority of the order and complies with any applicable protective or similar order. Engineer will promptly notify the Authority of any unauthorized use, communication, or disclosure of any Confidential Information and will assist Authority in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Engineer and will exert Engineer's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by Authority as confidential and/or any documentation, information, and/or materials relating to or concerning Authority's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Engineer; provided, however, the term "Confidential Information" does not include Authority's public records which are non-exempt public records under applicable federal, state, and/or local laws.

Term; Termination. Subject to the terms and conditions contained in this Agreement, (a) this Agreement may be terminated at any time by the mutual written agreement of the Parties, and/or (b) Authority may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the Engineer. Upon receipt of the notice of termination, except as explicitly directed by Authority, Engineer shall immediately discontinue performing all Services.

Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, Authority may terminate this Agreement immediately upon notice to Engineer upon the happening of any of the following events: (a) Engineer engages in any form of dishonesty or conduct involving moral turpitude related to Engineer's independent contractor relationship with Authority or that otherwise reflects adversely on the reputation or operations of Authority; (b) Engineer fails to comply with any applicable law related to Engineer's independent contractor relationship with Authority; (c) problems occur in connection with the performance of the Services that cannot be resolved with reasonable effort by the Parties; and/or (d) Engineer breaches and/or otherwise fails to perform any Engineer representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by Authority in its sole discretion.

Consequences of Termination. Upon termination of this Agreement, Authority will be responsible only for compensating Engineer for Services actually performed. Except as specifically provided herein,

Authority shall not be responsible for penalties or consequential damages arising from such termination , including but not limited to those arising under any agreement between Engineer and any third party. Termination of this Agreement by Authority will not constitute a waiver or termination of any rights, claims, and/or causes of action Authority may have against Engineer. Within a reasonable period of time after termination of this Agreement [but in no event later than five (5) days after termination], Engineer will deliver to Authority all materials and documentation related to or concerning the Services.

Remedies. If a party breaches and/or otherwise fails to perform any of its obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

## **5 Miscellaneous.**

Severability. The unenforceability of any one provision of this Agreement will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

Binding Effect. This Agreement will be binding on the Parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter herein described. It contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Engineer has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. This Agreement may be amended only by a written agreement signed by each party.

Governing Law, Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Douglas County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Douglas County, Oregon.

Attachments. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

Notices. All notices or other communications required or permitted by this Agreement must be in writing delivered to the Parties at the addresses set forth below or any other address that a party may designate to the other party. Such notices are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third (3<sup>rd</sup>) business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the Parties. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement, will be deemed a waiver of other provisions or conditions hereof.

5.8 Force Majeure. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, the Parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays due to force majeure will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

Suspension. Authority may suspend further performances of Services by Engineer by ten (10) days prior written notice. If payment of invoices by Authority is not maintained on a thirty (30) day current basis, Engineer may suspend further performance until such payment is restored to a current basis. Suspension for any reason exceeding thirty (30) days will, at the option of either Party, make this Agreement subject to termination or renegotiation.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Assignment. Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

Dispute Resolution. Any dispute regarding the interpretation or enforcement of this Agreement shall be resolved in accordance with the following dispute resolution procedure:

- 1) One or more representatives of each party with the authority to settle the dispute will meet and confer in a good-faith attempt to settle the dispute.
- 2) If the Parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator's fee. Mediation is an express condition precedent to binding arbitration, as provided below.
- 3) If good-faith negotiation and mediation do not resolve the dispute, the dispute shall be submitted to binding arbitration according to the then-effective arbitration rules of Arbitration Services of Portland, Inc. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Attorneys' Fees And Costs. If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees,

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costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement, which shall be effective as of the last date written below.

**[CONTRACTOR]**

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*Signature* *Date*

---

*Print name and title*

---

*Mailing Address*

---

*Phone* *Email*

**GREEN AREA WATER AND SANITARY AUTHORITY**

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*Signature* *Date*

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*Print name and title*

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*Mailing Address*

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*Phone* *Email*

**ATTACHMENT A  
SCOPE OF SERVICES**

Green Area Water & Sanitary Authority

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**Appendix B**  
**Proposer Certifications & Representations**



## Proposer Certifications & Representations

**Legal Name of Proposer:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Entity Type:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Oregon Business Registry Number (if required):** \_\_\_\_\_

Any individual signing below hereby certifies they are an authorized representative of Proposer.

### Proposal Representations

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Professional Services Agreement and associated inclusions and references, specifications, Proposer's Proposal, Proposer's Certifications and Representations Form, Proposer's Fee Proposal, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the Authority, and all other Proposer submittals.

The undersigned hereby certifies and represents that the Proposer:

1. Has examined and is thoroughly familiar with the Request for Proposals and fully understands its intent; and
2. Understands that the Authority reserves the right to accept a Proposal or reject all Proposals if deemed in the best interest of the Authority; and
3. Understands that all information included in, attached to, or required by this Request for Proposals shall be public record subject to disclosure under Oregon Revised Statutes (ORS) 192.501 and 192.502.

### Receipt of Addenda

Addenda numbers \_\_\_\_\_ have been delivered and examined.

### **Certifications**

1. The undersigned Proposer 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 Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham proposal, to refrain from bidding, or manipulating or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the Authority. The fees and prices submitted herein have been arrived in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers of foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, owners, providers, representatives, employees, or parties in interest, including the affiant.
2. The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of 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 Authority board, officer, employee, or person, whose salary in whole or in part by the Authority, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.
3. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
4. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
5. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's continuing compliance constitutes a material element of the Personal Services Agreement

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and a failure to comply constitutes a breach that entitles Agency to terminate the Personal Services Agreement for cause. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

6. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
7. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Personal Services Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
8. Proposer acknowledges these certifications are in addition to any certifications required in the Professional Services Agreement and Statement of Work in Attachment A at the time of Professional Services Agreement execution.
9. The undersigned Proposer certifies that their firm is a ( ) Resident Proposer ( ) Non-resident Proposer. If Proposer is a non-resident, provide state of residency.

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

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Print Name

Title

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Authorized Signature

Date

Green Area Water & Sanitary Authority

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**Appendix C**  
**Responsibility Inquiry**

## RESPONSIBILITY INQUIRY

The Authority will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, the Authority may obtain any information the Authority deems necessary to make the determination. The Authority will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. The Authority may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

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

YES \_\_\_ / NO \_\_\_

2. Number of years in business providing the services/goods/equipment required under the prospective contract: \_\_\_\_\_

3. a) Is your firm experiencing financial distress or having difficulty securing financing?

YES \_\_\_ / NO \_\_\_

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

YES \_\_\_ / NO \_\_\_

If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response: \_\_\_\_\_

4. Within the last 3-year period, has your firm had one or more contracts terminated for default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes?

YES \_\_\_ / NO \_\_\_

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.) Response: \_\_\_\_\_

5. Is your firm, a major partner or major shareholder (defined as a partner or shareholder owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner, major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property?

YES \_\_\_ / NO \_\_\_

If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges. Response: \_\_\_\_\_

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it?

YES \_\_\_ / NO \_\_\_

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable. Response: \_\_\_\_\_

7. Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

YES \_\_\_ / NO \_\_\_

If "YES," please explain. Response: \_\_\_\_\_

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

YES \_\_\_ / NO \_\_\_

If "NO," please explain. Response: \_\_\_\_\_

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.]

YES \_\_\_ / NO \_\_\_

If "NO," please explain. Response: \_\_\_\_\_

**AUTHORIZED SIGNATURE**

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

Name of Firm:

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Print Name	Title
Authorized Signature	Date