

LINCOLN COUNTY
REQUEST FOR PROPOSALS
FOR ENGINEER, ARCHITECT OR LAND SURVEYOR
DESIGN AND CONSTRUCTION ENGINEERING SERVICES
ANDERSON-DRIFT CREEK AOP CROSSING

INITIAL ADVERTISEMENT DATE: **December 2nd, 2024**

Notice is hereby given that Lincoln County is seeking services of Preliminary Engineering (Plans, Specifications, and Estimate; PS&E) for the replacement of existing culverts along South Drift Creek Road (#109) in Lincoln County. The intent of this project is also to make the existing vertical sag curve (crossing) passable during periodic flooding, to maintain civil services, and to enable vehicular passage during flood stages of 100 year floods, plus accommodations of additional freeboard for anticipated sea-level rise. Three (3) culverts to be replaced are located at South Drift Creek Road (MP ~1.6) near the intersection of South Anderson Creek Road (#108), and are depicted in the attached Existing Site Plan.

All work specified shall be awarded to one (1) consultant only.

The request for proposal (RFP) documents (including ***Sample Agreement Documents) may be viewed at Lincoln County Public Works, 880 NE 7th St, Newport, OR 97365 between 8:00 a.m. and 4:00 p.m. Monday through Thursday, local time. The proposal documents may be obtained electronically, at no charge, by e-mailing Andrew Blair at ablair@co.lincoln.or.us, or may be purchased at a pre-paid cost of fifty dollars (\$50), payable only by check or money order to Lincoln County Public Works, 880 NE 7th St, Newport, OR 97365 between 8:00 a.m. and 4:00 p.m., Monday through Thursday, local time. Each prospective proposer must provide full company name, address, contact name, phone, and e-mail address at the time of request, using the included forms; pages 21-24.

Proposals will be received before the Deadline: **3:30 PM, but not after, Thursday, January 16th, 2024** at the Lincoln County Public Works' Office; 880 NE 7th St, Newport, OR 97365. Proposals that are received after the closing time, regardless of the postmark, will not be accepted for any reason and will be returned to the addressee unopened. Delivery to an office other than the office identified above is not acceptable. **NO PROPOSALS WILL BE ACCEPTED BY WAY OF FAX OR ELECTRONIC DATA INTERCHANGE.**

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I. INTRODUCTION

Lincoln County Public Works, (hereinafter “county”), intends to replace three (3) existing culverts, raise the elevation of the existing travelled way for what is an existing sag curve, in order to enable the passage of vehicular traffic and essential civil services during (typical winter) flood stages, in a tidally influenced area, over what is a salmon bearing (anastomosing) stream, where the existing embankment is adjacent to an existing high pressure natural gas main which is to be protected-in-place. The latter facility adjacent the existing road requires that it remain accessible for purposes of maintenance. The proposed site for this project is at County Road #109; South Drift Creek located at Mile Post 1.53, (Anderson Creek), located South of Lincoln City, in Lincoln County, Oregon. Phase 1: Preliminary Engineering will be funded solely by Lincoln County’s awarded FHWA AOP grant. All environmental permitting will be by BLM. The preliminary engineering documents (PS&E) will be utilized for the county to consider implementation alternatives (TS&L) for the alternative to be advanced for the design acceptance package (DAP), pursuant to final design and construction. This request for proposals encompasses 100% design and construction engineering services with the understanding that amendments will follow.

II. SCOPE OF SERVICES

A contract resulting from this Request for Proposals (RFP) will be completed in three (3) Preliminary Engineering phases: (1) Preliminary Design, (2) Advanced PS&E, and (3) Final PS&E. Any subsequent phase; Construction Engineering (CA/CEI) is RESERVED and contingent upon funding. The Preliminary Design phase is anticipated to start as soon as possible. Advanced and Final PS&E will be delivered in accordance with the timeline set in this RFP. The successful consultant shall perform their obligations detailed in the contract to be negotiated, after Notice-of-Intent-to-Award is issued. The anticipated value of the contract resulting from this RFP is estimated to be less than *Two Hundred and Seventy Thousand Dollars* (\$270,000). Preliminary Engineering does not include any right-of-way acquisitions-in-fee, and the latter shall be avoided pursuant to the Type-Size-Location/Design Acceptance Package (TS&L/DAP) Milestone(s). Contingent upon county needs, and consultant’s performance, county reserves the right to amend the contract for additional time for project completion. Further, county reserves the right to amend the contract for additional compensation contingent upon availability of funding, county needs and consultant performance.

The Scope of Work, (SOW), and Breakdown of Costs (BOC) included in the contract that results from this RFP shall include, but not be limited to, the following tasks and deliverables. The following is a general overview of content that county believes to be necessary for the consultant to complete the project. Actual tasks and deliverables required to complete the project shall be negotiated in detail and incorporated into the contract.

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Note: *the following is taken from Agreement Document #5; County-FHWA AOP Grant Agreement, Schedule B "Project Activities"; PDF pages 6-8 of 21.*

General Project Description.

The objective of the Anderson-Drift Creek AOP Culvert-Crossing project is for Lincoln County Department of Public Works, to completely fund Preliminary Engineering for the replacement of 3 existing culverts on South Drift Creek Road. The project is located 2 miles Southeast of the coastal town of Lincoln City, OR. The geographic coordinates for the project is 44.9233, -123.9818 T7S, R11W, S36

The existing structure consists of three culverts: one (1) 5-ft. diameter squashed steel corrugated pipe, and two (2) 18-inch diam. parallel HDPE corrugated pipes. The stream currently flows in a diminished capacity beneath the existing roadway; Anderson Creek itself is currently being conveyed beneath the fill prism of South Drift Creek Road by several undersized existing culverts. The proposed replacement of these existing culverts would subsequently improve passage for aquatic organisms and maintain/ensure improved access to approximately 2 miles of high-quality spawning and rearing habitat.

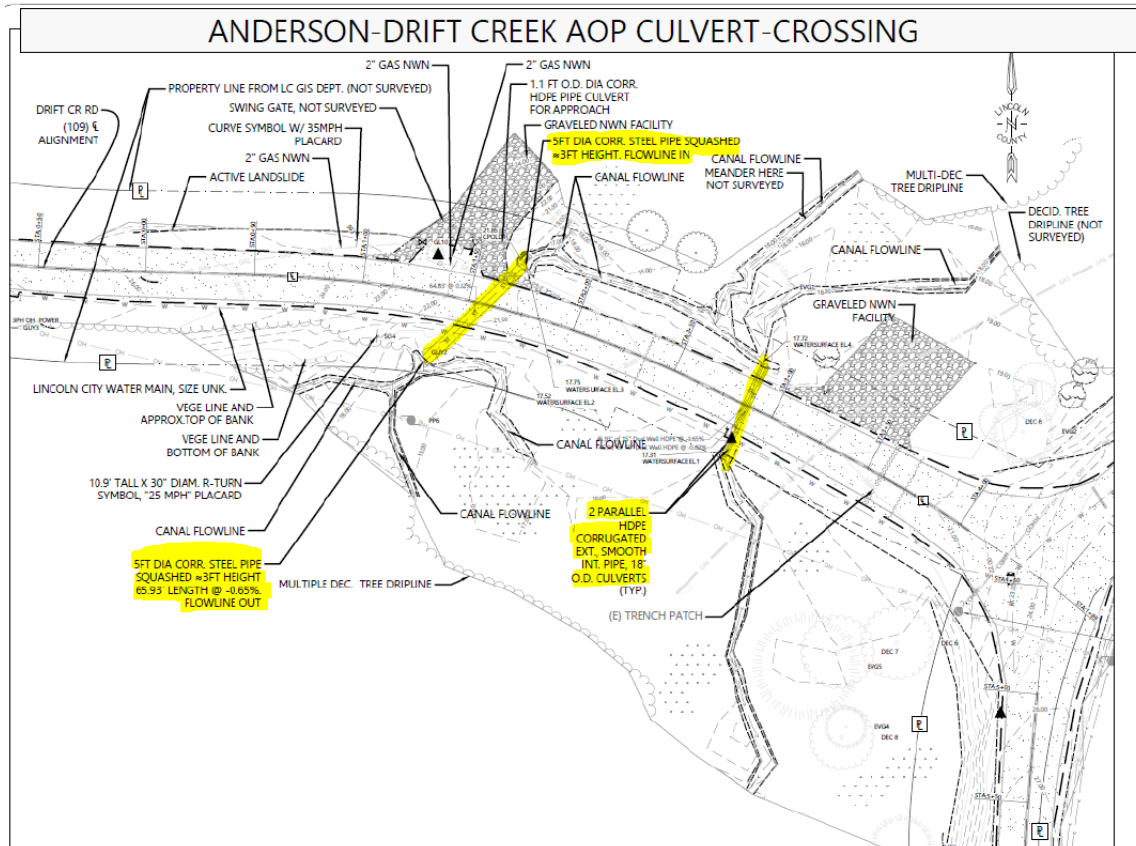
Initial Statement of Work

By the services of the Prime Engineering Consultant selected for this RFP, Lincoln County Department of Public Works proposes to perform Preliminary Engineering for the replacement of 3 existing culverts on South Drift Creek Road, in Lincoln County, OR.

Lincoln County Department of Public Works will procure the services of a Prime Engineering Consultant to complete PS&E for Construction (otherwise known as Preliminary Engineering). The PS&E will include the completion of at least four (4) multidisciplinary Preliminary Engineering contract(s), by a Prime Engineering Consultant (Project Management, Environmental, Stormwater-Structural), under which a Geotechnical-Subconsultant, a Hydraulics-Hydrology- Subconsultant, and a Cultural Subconsultant shall be retained on behalf of the County.

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Lincoln County or the Prime Consultant will administer the scopes for each subdiscipline, with assistance from FHWA.



Existing Site Plan – N.T.S.

This project will develop designs for construction to upgrade and replace existing stormwater facilities (culverts) on South Drift Creek Road, in Lincoln County, OR.

The fish passage structure will be designed per ODOT 2024 Standard Specifications and, or AASHTO specifications. The development of the PS&E shall include the replacement of existing stormwater facilities in respect of meeting ODFW/NMFS fish passage requirements, design of hydraulic conveyance requirements for proposed culverts, evaluation of scour potential for proposed foundations, geotechnical investigation & foundation recommendations, Section 106 cultural-archaeological baseline studies by a qualified firm, establishment of area-of- potential-impact/effect (API/APE) for purposes of permitting by the ARBO II (BLM) permitting process, completion of the FHWA stipulated NEPA Categorical Exclusion documentation, evaluation of any necessary utility relocations, assessment of design alternatives, completion of County’s floodplain permitting by FEMA, streambed restoration design,

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temporary construction easements/permanent easements, evaluation of impacts to existing wetlands (if any), the establishment of bank full width for the anastomosing stream, establishment of Design Acceptance Package (DAP), development of PS&E for Construction, and design of any structure(s) to address ODF&W/NMFS fish passage criteria.

The Prime Engineering Consultant will evaluate alternatives for type-size-and-location (TS&L) of the proposed stormwater facilities. After the development of the “90% PS&E” (Draft PS&E), Lincoln County will engage in public involvement & stakeholder engagement, including Northwest Natural Gas (NWN), and North Lincoln Fire & Rescue District #1.

MCWC and ODFW will provide for fish passage monitoring, permitting, hydro-geomorphic, and biological expertise: inputs to help ensure compliance with FHWA’s Culvert AOP program requirements, and design for construction.

NEPA CATEGORICAL EXCLUSION DOCUMENTATION AS REQUIRED BY FHWA SHALL BE PROVIDED BY THE LOCAL BLM OFFICE, COUNTY, AND/OR ITS PRIME ENGINEERING CONSULTANT.

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Professional services include, but are not limited to:

Phase 1: Preliminary Design

Topographical and cadastral surveys.

Alternatives analysis.

Plan and elevation details for proposed replacement.

Literature research for environmental evaluations ensuring compliance with all terms of the federal National Environmental Policy Act, (NEPA).

Supplemental Geotechnical investigation/report (**See Agreement Document #6; FEI Geotechnical Report**).

Hydraulic analysis sufficient to indicate the effects of a one hundred (100) year storm on the proposed replacement as well as the upstream and downstream impacts.

Meet all fish passage requirements for ODFW, USFWS, and USDOT. The source for construction funding has not been identified.

Phase 1 Deliverables

Type Size and Location (TS&L) report that includes, but is not limited to:
Three (3) alternatives.

Plan & Elevation sheets for each alternative.

Superstructure, substructure & foundation recommendations for each alternative.

Environmental & ROW impacts for each alternative.

Cost estimate and construction techniques/limitations (assessment of constructability) for each alternative.

For the preferred design alternative:

Legal Descriptions of any required Temporary Construction Easements and Right-of-Way Layout Map (no acquisitions in fee anticipated).

Thirty percent (30%) Design Drawings in PDF and Microstation or AutoCAD file format.

Considerations of Seismic, Liquefaction for foundation elements
Phase 1 NEPA Report; support as needed to Local BLM office for ARBO II permitting compliance.

Preliminary Hydraulics Report (LOMR/CLOMR).

Preliminary Geotechnical Report (Supplemental, if needed).

Engineer's preliminary cost estimate at each stage of completion.
including costs for Construction Engineering and Construction.

Engineer's estimated construction schedule.

Grant support as needed for Construction.

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Phase 2: Advanced PS&E (90% Design)

PS&E shall include, but is not limited to:

All engineering services required to prepare an industry standard bid package, including all design drawings, special provisions, and supplemental specifications in a format ready for distribution in a competitive procurement.

Ninety percent (90%) design drawings in PDF and ~~Microstation or~~ AutoCAD file format.

All required inputs for environmental (NEPA) and permit approvals for BLM and FHWA, based on proposed Advanced design.

Storm drainage and erosion control plans.

Temporary Bypass Plans, if required.

Utility conflict and resolution.

Right of way services. (Contingency)

Structural design calculations

Foundation report.

Hydraulic report, including scour analysis.

Project specifications.

Advanced Construction Estimate.

Fill/removal permits.

ODFW Fish Passage Plan approval, as per MCWC.

Phase 3: Final PS&E (100% Design)

Final PS&E services shall include, but are not limited to:

Final PS&E for Construction.

BLM ARBO II Permits Completed.

Plans which articulate all necessary details for Construction:

Riprap placement.

Stream restoration/plantings.

Precast element placement.

Culvert/Deck beam placement.

Load rating.

Documentation for inclusion into the National Bridge Inventory System.

“As Built” plans seal by the Engineer in responsible charge.

Post-construction permit compliance review.

Phase 4: Construction Engineering (RESERVED)

Contract Administration and Construction Inspection Services (CA/CEI).

Recommendations for Contractor responses to RFI.

Contractor submittal reviews.

Change order recommendations.

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Field inspections during critical stages such as, but not limited to:
Foundation construction.
Concrete pours.

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III. INFORMATION AND INSTRUCTIONS TO PROPOSERS

A. QUALIFICATION REQUIREMENTS

Each responsible proposer shall respond to the "submittal requirements" as presented in Section V of this request for proposal (RFP). Proposals received without the required information may be rejected as not being responsive.

The county shall have the right to disqualify any proposal as a result of the information gathered in its research.

B. PRE-PROPOSAL INTERPRETATION OF CONTRACT DOCUMENTS

Any person who contemplates submitting a proposal for the services contract and finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the RFP document, shall submit to Andrew Blair, Assistant Public Works Assistant Director, a written request for clarification or interpretation there of not later than seven (7) working days before the RFP (**January 2nd, 2025**).

Any clarification or interpretation of the proposal documents or services contract will be made only by written notification. Changes to this RFP document shall only be made by written addendum. A copy of each addendum will be mailed or delivered to each person receiving an RFP document. Any addenda so issued are to be considered a part of the RFP document. The county is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda.

C. EXECUTION OF THE PROPOSAL FORM

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the proposal is made by a corporation, it shall be executed by the corporate officer authorized to sign for the corporation and shall include the corporate officer's title.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

The address of the proposal shall be typed or printed on the proposal form.

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D. INFORMAL PROPOSALS

Proposals which are incomplete, or which are conditioned in any way or which contain erasures or alterations may be rejected as being informal.

E. SUBMISSION OF PROPOSALS

One (1) original and four (4) copies of each proposal, all with original signatures, shall be sealed in an envelope, addressed to the Lincoln County Public Works Office or delivered to the Public Works' Office, Attention: *A.J. Blair, Lincoln County Public Works, 880 NE 7th St, Newport, OR 97365*, showing on the outside of the envelope the name of the business or proposer and the words "PROPOSAL FOR PRELIMINARY ENGINEERING SERVICES – ANDERSON-DRIFT CREEK AOP".

Proposals will be received until the date and time stated in the advertisement. Any proposals received after the scheduled closing time for receipt of the proposal shall be returned to the proposer unopened. NO PROPOSAL WILL BE ACCEPTED BY WAY OF FAX OR ELECTRONIC DATA INTERCHANGE.

F. WITHDRAWAL OF PROPOSAL

At any time prior to the date and time set for the receipt of proposals, a contractor may withdraw their proposal by submitting a written request to do so. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the submission of proposals.

G. NOTICE TO PROCEED

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. From the date the notice of intent to award is issued the successful proposer shall have ten (10) calendar days to execute the contract and return it to the county. Contractual work may not begin until the notice to proceed (purchase order) has been issued. The county will issue the notice to proceed after execution of the Professional Services Agreement by the county. The notice to proceed will state the date work under the contract shall begin. After contractor begins work, contractor shall continue to completion without interruption, unless work suspension is approved in writing by the county.

H. CONTRACT TERM

The term of this contract shall be until terminated under the provisions of the contract or until another RFP is sent out.

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I. AGREEMENT FOR PROFESSIONAL SERVICES (**ODOT Certified PSK)

A ***sample contract is included in the RFP documents. If a contract is awarded, it is anticipated that the contract will closely approximate this document to include "supporting documents". The "supporting documents" will include, but are not limited to the RFP document and all addenda, the proposer's written proposal, all required certificates and all other documents incorporated by reference therein.

J. LINCOLN COUNTY RESERVES THE RIGHT TO

1. Reject any and all proposals received in response to this RFP for good cause.
2. Waive or modify any irregularities in proposals received after prior notification to the proposer.
3. Consider proposals or modifications received at any time before the award is made, if such action is in the best interests of the county or the public.
4. Seek clarification of each consultant's proposal.
5. Negotiate a final contract under which the compensation paid to the consultant is fair and reasonable to the county as determined solely by the county.
6. To cancel the solicitation for this RFP if doing so would be in the best public interest.

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K. ANTICIPATED RFP CALENDAR

<u>Event</u>	<u>Date</u>
RFP released	Monday; 12/02/2024
Proposals received (last day)	Thursday; 01/16/2025 by <u>3:30</u> p.m.
Proposal evaluations begin	01/23/2025 – 02/06/2025
Notice of Intent to Award	Friday; 02/07/2025
Execution of contract by county	Wednesday; 02/19/2023
Notice of Award and NTP	Tuesday; 02/25/2025

L. CONTRACT ADMINISTRATOR

The county's contract administrator for this contract is *Andrew Blair; Assistant Director of Public Works, County Engineer.*

M. INCURRING COSTS

The county or its' agents or assigns are not liable for any cost incurred by proposer prior to issuance of a contract and notice to proceed.

N. ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective proposers who have been issued a RFP document through the Lincoln County Public Works' office.

O. RESPONSE DATE

In order to be considered for selection, proposals must arrive at the Lincoln County Public Works' office in the manner and on or before the date specified in the RFP solicitations. Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals.

P. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award.

Q. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the

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requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals should be limited to twelve (12) pages or less not including cover pages (front and rear). Required proposal forms and a letter of introduction do not count towards the page limitation.

Appendices for letters of recommendation, projects, and one-page resumes do not count towards the twelve (12) page limit.

R. PUBLIC RECORDS

This RFP and one (1) copy of each original response received, together with copies of all documents pertaining to the award of a contract, shall be kept by the county for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

If the proposal contains any information that the proposer does not want disclosed to the public or used by the county for any purpose other than evaluation of the offer, each sheet of such information must be marked clearly with the following legend:

THIS MATERIAL IS TO BE HELD CONFIDENTIAL.

The NON-DISCLOSURE FORM must be signed and attached to the RFP response. The above restriction may not include cost or price information which must be open to public inspection. The county will keep information confidential to the extent permissible under the law. All RFP responses shall be held confidential in total, until the Board of Commissioners has approved a recommendation for the award of a contract.

S. FORFEITURE OF THE CONTRACT

This contract may be cancelled at the election of the county for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

T. MANNER OF PAYMENT

Upon invoice, supported by appropriate documentation, the county will issue progress payments for the work accomplished.

U. NON-ASSIGNMENT

If a contract is awarded, it shall be not assigned in part or in total.

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V. LIABILITY

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Such insurance shall be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. The endorsement shall also contain a notice of cancellation provision.

W. APPEALS

The following procedure will apply to proposers who wish to appeal a disqualification of proposal or award of contract:

Proposers shall submit the appeal in writing to Lincoln County Counsel within five (5) working days of postmarked notice of intent to award.

Address appeal to: **Lincoln County Counsel
Lincoln County Courthouse
225 W Olive Street
Newport, Oregon 97365**

The appeal must describe specific citation of law, rule, regulation or practice upon which protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.

X. PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

Y. USE OF RECYCLABLE PRODUCTS

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Consultants may use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals shall be submitted to the Lincoln County Public Works Office, Attention: A.J. Blair, 880 NE 7th Street, Newport, Oregon 97365 by **3:30 p.m. (local time), Thursday, January 16th, 2025.**

V. SUBMITTAL REQUIREMENTS

A. CONTENTS OF THE PROPOSAL

1. Qualifications (20 Points)

Describe your firm and its organization, including the firm's size, geographic location in relation to the project, the office that will support the contract for this project, and the type and scope of professional services provided.

Identify the names of all key professionals that will work on the project, their current assignments and location, and provide a paragraph resume for each, including a description of qualifications, skills, licensing and certifications, and responsibilities in the project. One-page resumes may be included in an appendix. Disclose the names of any sub-consultants to be utilized, their qualifications, and the services they provide.

Detail any information that would give the proposers an advantage in completing this project.

Describe whether the consultant owes a liquidated and delinquent debt to the State of Oregon.

2. Prior Relevant Experience (30 Points)

Provide project narratives for three (3) other similar projects completed by the design team. Each narrative must include the primary funding source, project cost (design & construction), year of construction, and a client contact that can be used as a reference. Identify proposer's staff that was assigned to the example project and what role they performed. Identify permits that were secured. Identify if any of the following were involved in project development: NOAA, NMFS, ACOE, USFWS, ODFW, FHWA, DSL, BLM, USFS, Northwest Natural Gas, Watershed Councils, and/or Estuary Partnerships.

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Additional relevant projects may be included in an appendix.

3. Knowledge of the Local Area (10 Points)

Describe proposer's knowledge and experience with Lincoln County's transportation infrastructure, Anderson Creek, Drift Creek, South Drift Creek Road (County Road #109), South Anderson Creek Road (County Road #108), and the high-pressure gas facility adjacent the existing embankment.

4. Project Understanding (40 Points)

Discuss project approach to providing the required services, including project specific elements related to construction sequencing, hydraulics, fish passage, permitting, and other elements critical to project success, in respect of the Grant Agreement/Proposal. Identify options that may be used to mitigate potential concerns. Discuss elements/areas that may control/limit design options.

Identify potential measures that could be taken to reduce the total project cost. Discuss knowledge of funding fish passage projects (for Construction) and identify potential elements that could be utilized to improve grant applications (to fund Construction costs).

VI. CONSULTANT SELECTION PROCESS

A committee of no fewer than three (3) individuals shall be established to review, score and rank the consultant's responses to the RFP according to the criteria in Section VII.

If considered necessary or desirable, the committee may invite selected proposers to present their proposals and to answer questions during an interview. However, the county reserves the right to award a contract to the proposer that has submitted, based on the committee's sole determination, the best written proposal without conducting interviews.

The evaluation criteria for any formal interview process shall be presented to the selected respondents prior to any interview. In that interviews will assist the county in further ranking consultant proposals that score closely based on the RFP criteria, all interviews will be scored an additional thirty (30) points maximum to determine the highest overall score.

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VII. CONSULTANT SELECTION CRITERIA

Each proposal will be judged as a demonstration of the consultant’s capabilities and understanding of the services requested. Firms submitting more than the specified number of pages will be considered non-responsive and its proposals will not be considered.

The committee will review, score and rank all responsive proposals according to the following weighted evaluation criteria:

<u>Criteria</u>	<u>Maximum Score</u>
Qualifications	20
Prior Relevant Experience	30
Knowledge of Local Area	10
<u>Project Understanding</u>	<u>40</u>
Total Possible Score	100
 Oral Interviews, if conducted	 30

VIII. PROCEDURES FOR NEGOTIATING A CONTRACT

Upon notification of all respondents, after notice of intent to award, contract negotiations will be undertaken with the highest scoring firm. During negotiation the county may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will refine the scope of work and identify a level of work and associated fee that best represents the efforts required. Partnering between the consultant and the county is encouraged.

Contract negotiations will be directed toward obtaining written agreement on the consultant's tasks, performance schedule, and maximum, T&M not-to-exceed (NTE) contract price that is consistent with the consultant’s proposal and fair and reasonable to the county.

Negotiations with the highest-ranked consultant may be formally terminated if they fail to result in a contract within a reasonable amount of time. Negotiations will then ensue with the second-ranked consultant and if necessary, the third-ranked consultant and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, the solicitation may be formally terminated.

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IX. APPEALS OF DISQUALIFICATION AND AWARD

The following procedure will apply to consultants who have submitted a proposal and who wish to appeal a disqualification of proposal or award of contract because they believe to be adversely affected or aggrieved:

Proposers shall submit the appeal in writing to Lincoln County Legal Counsel within seven (7) calendar days of postmarked notice of intent to award. Protests submitted after this time period shall not be considered.

Address appeal to: **Lincoln County Counsel**
 Lincoln County Courthouse
 225 W Olive Street
 Newport, Oregon 97365

The appeal must describe specific citation of law, rule, regulation or practice upon which the protest is based. In order to be adversely affected or aggrieved, a protestor must claim that the protestor was the highest-ranked consultant eligible for selection, i.e., the protestor must claim that all higher-ranked consultants were ineligible for selection because their proposals were not responsive proposals or the higher-ranked consultants were not responsible proposers. The judgment used in scoring by individual evaluators is not grounds for appeal.

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GENERAL INFORMATION QUESTIONNAIRE

1. Organization or individual's name: _____

2. Individual preparing this response who can be contacted about this proposal:

Name: _____

Title: _____

Address: _____

Phone: _____

3. Federal Identification Number: _____

4. How long have you been in business? _____

5. Is your firm a corporation? Yes _____ No _____

If yes, please provide the date and state of incorporation and type of corporation.

Date: _____ State: _____ Type: _____

6. Are you a partnership? Yes _____ No _____

7. Number of professional staff employed in the local area office: _____

8. Please provide the following for up to four (4) references:

Business Name	Phone	Contact Person
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Business Name	Phone	Contact Person
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Business Name	Phone	Contact Person
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Business Name	Phone	Contact Person
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ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the proposer certifies that:

9. The proposer and each person signing on behalf of any proposer certifies, as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - a) No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - b) No board member or other officer, employee or person whose salary is payable in whole or in part from the county is directly or indirectly interested in the proposal or the services to which it relates or in any of the profits thereof;
 - c) Said proposer is not in arrears to Lincoln County, Oregon upon any debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Lincoln County, Oregon and has not been declared irresponsible or unqualified, by way of bureau, agency or department of the county or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the proposer to receive public contracts, except: (if none, proposer will insert "none")
 - d) Said proposer has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon.

10. The proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof and by submitting a proposal agrees to all terms and conditions.

11. The proposer has or will provide workers' compensation coverage for all persons employed to perform the services covered by the proposal or for any other contact for service, in accordance with Oregon Revised Statutes, Section 656.001 to 656.794, either as a:
 - a) Carrier-insured employer, or as a
 - b) Self-insured employer provided by ORS 656.407.

The proposer further certifies that evidence of such coverage shall be filed with the county and maintained in effect for the duration of the contract.

12. The proposer fully understands and submits its proposal with the specific knowledge that:
 - a) The offer to furnish services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.
 - b) In the event that the proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract

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***SAMPLE PROFESSIONAL SERVICES AGREEMENT (AGREEMENT
DOCUMENTS)

(***)See below Item 4; ODOT Certified PSK for A&E; Sample Agreement)

AGREEMENT DOCUMENTS

The following listed documents comprise this (Sample) Agreement and are hereby incorporated by reference in their entirety. These documents are available to download from the County Public Works website; [Bids & RFPs | Lincoln County, OR](#):

1. This Request for Proposals (RFP) & the published RFP Solicitation(s).
2. Project Proposal (to be submitted by prospective consultants; 12 pages maximum not including cover pages front and back, and including required forms on pages 21-24);
3. Public Contract Provisions (see below);
4. ***County-Consultant A&E (Sample) Contract; ODOT Certified PSK for A&E
 - a. Note: County=Agent, Consultant=Contractor
 - b. Final Agreement shall incorporate by reference all Agreement Documents
5. FHWA-County AOP Grant Agreement and Terms and Conditions (to be Administered by County Public Works, in parallel with consultant's progress)
6. Preliminary Geotechnical Foundation Recommendations (by Foundation Engineering Incorporated)
7. Existing Site Plan

***To be Approved as to form by County Counsel

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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this agreement involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and

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all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, or agreement for the purpose of providing or paying for such service.

7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this agreement in writing, either at the time of hire or before commencement of work on the agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.
10. All employers working under the agreement are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The agreement may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the agreement according to its terms.

END OF PUBLIC CONTRACT PROVISIONS