



REQUEST FOR PROPOSALS (RFP)

For

Consulting Engineering Services for Winston Reservoir Replacement Project

Date of Issuance: January 9, 2023

Proposal Due Date & Time:

February 22, 2023 - 3:00 P.M. Pacific Time

Proposals must be delivered at the physical address below
on or before the Proposal Due Date & Time:

Winston-Dillard Water District
Attn: District Manager
121 NW Douglas Blvd
Winston, OR 97496
541-679-8467

Project Manager: Tanner Pence
tpence@wdwd.us

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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Winston-Dillard Water District
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SECTION 1: INVITATION

1.1 – Overview

The Winston-Dillard Water District (“WDWD”, the “District”) requests proposals from qualified firms interested in providing consulting engineering services to the District. To be considered, an interested party (“Proposer”) must submit a Proposal in accordance with the requirements set forth in this Request for Proposals (“RFP”).

1.2 – General Instructions

Proposals shall be submitted by no later than the specified Proposal Due Date and Time and shall be submitted as described in Section 3.1 of this RFP.

For additional information regarding this RFP, Proposers may contact the Project Manager at: Tanner Pence, District Manager, tpence@wdwd.us.

Proposers shall notify the District’s Project Advisor of their interest in the project to obtain addenda and other pertinent notifications. Proposers may contact the District’s Project Advisor at: Mark Knudson, Project Advisor, mknudson@sdao.com.

SECTION 2: BACKGROUND, SCHEDULE & MEETINGS

2.1 – Background

The Winston-Dillard Water District (“WDWD”, or “District”) is a special service district established in 1948 to meet the domestic water supply needs of the cities of Winston, Dillard, and surrounding communities in Douglas County, Oregon. The District has over 2,500 connections and serves a population of about 8,300 people. The main water source for the Winston-Dillard Water District is the South Umpqua River. The District operates and maintains a 3.75 million gallons per day (“MGD”) water treatment plant, 125 miles of water distribution pipelines, and five existing finished water reservoirs with a total storage capacity of 2.75 million gallons. The District’s average daily demand in 2021 was 0.84 MGD.

In 2022 the District completed an update to its Capital Improvement Plan (“CIP”), which identified projects needed to maintain and expand the existing water system to accommodate current and future water demands. Replacement of the District’s existing Winston reservoirs was identified as one of the District’s highest priority projects.

The District has entered into a consulting services agreement with the Special District Association of Oregon (“SDAO”) to support the District as a Project Advisor for this solicitation. The District’s

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Project Advisor for this solicitation is Mark Knudson, mknudson@sdao.com.

2.2 – Issuing Office

This RFP is issued by the Winston-Dillard Water District. The District’s Project Manager for this work is: Tanner Pence, District Manager, Winston-Dillard Water District, 121 NW Douglas Blvd, Winston, OR 97496, tpence@wdwd.us.

2.3 – RFP Schedule

The following schedule for this solicitation is subject to revision.

Activity or Milestone	Date	Time
Issuance of RFP	January 9, 2023	
Optional Pre-Proposal Meeting	January 25, 2023	1:00 P.M.
Deadline for Pre-Proposal Protests	February 15, 2023	5:00 P.M.
Deadline for Proposers to Submit Questions	February 15, 2023	5:00 P.M.
Proposal Due Date and Time	February 22, 2023	3:00 P.M.
Proposal Opening	February 22, 2023	3:15 P.M.
Interviews, if needed	March 14, 2023	
Issuance of Notice of Intent to Award (approx.)	March 31, 2023	
Deadline for Pre-Award Protests	Seven (7) calendar days after Notice of Intent to Award	
District Board Consideration of Agreement	April 19, 2023	
Anticipated Contract Start Date	May 1, 2023	

2.4 – Public Notice

Public notice of this RFP has been published in the following newspapers of general circulation:

- Roseburg News-Review, <https://www.nrtoday.com/>
- Portland Daily Journal of Commerce, <http://djcoregon.com/>
- Portland Business Tribune, <http://www.pamplinmedia.com/business-tribune>

This RFP and attachments are available for download at: <https://www.sdao.com/requests-for-proposals>.

RFP documents will not be mailed to prospective Proposers.

2.5 – Pre-Proposal Meeting & Meetings with District Staff

An optional pre-proposal meeting will be held on **January 25, 2023 at 1:00 P.M.** at the District Office, 121 NW Douglas Blvd, Winston, Oregon. The pre-proposal meeting is intended to allow

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proposers an opportunity to ask questions about the RFP and the scope of services. The pre-proposal meeting will include a tour of the Winston Reservoir project site. Any statements made by the District during the pre-proposal meeting are not binding on the District unless confirmed in writing via an addendum.

In addition, each project team may request one (1) meeting with District representatives. The meeting shall be scheduled through the District’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 District representatives, including Board members, staff, contractors, and consultants is prohibited. Project specific questions shall be submitted via email to the District’s Project Manager.

2.6 – Reference Documents

The following documents are available via email by submitting a request to Mark Knudson at mknudson@sdao.com.

Document	Date	Author
Predesign Report, Winston #1 & #2 Tank Replacement Project	2/10/2009	Civil West
20-Year Capital Improvement Plan	11/28/2022	Dyer Partnership

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 District seven (7) 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 3:00 P.M. Pacific Time on February 22, 2023.**

Proposals may be delivered through either mail or parcel carrier, or in person. Proposals sent by

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e-mail or facsimile will not be accepted.

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

Tanner Pence, District Manager
Proposal for Winston Reservoir Replacement Project
Winston-Dillard Water District
121 NW Douglas Blvd
Winston, OR 97496

It shall be the Proposer's responsibility to confirm District receipt of the Proposal.

The District may reject any Proposal not in compliance with this RFP and requirements of other applicable laws. The District may reject any or all Proposals in whole or in part at no cost to the District when the rejection or cancellation is in the best interest of the District. Proposers responding to this RFP do so solely at their expense and the District is not responsible for any Proposer expenses associated with this RFP.

3.2 – Changes to the Solicitation by Addenda

The District 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 District to have expressed interest in the project. Proposers shall notify the District's Project Advisor of their interest in the project to obtain addenda and other pertinent notifications. Proposers may contact the District's Project Advisor at: Mark Knudson, Project Advisor, mknudson@sdao.com.

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 District managers, employees, or agents shall not bind the District.

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

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the RFP for which Proposer requests exception from disclosure consistent with Oregon Law. All requests for exceptions from public disclosure shall be in writing, noting specifically which portion of the Proposal the Proposer requests to be exempt from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of their Proposal. To facilitate public inspection of non-confidential portions of the

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Proposals, 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.”

3.4 – Cancellation

The District reserves the right to cancel award of a contract resulting from this solicitation at any time before execution of the contract by both parties if cancellation is deemed to be in the District’s best interest. In no event shall the District have any liability for the cancellation of award.

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. Proposals postmarked before the deadline but received after the deadline 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 District shall be final and binding upon all parties.

3.7 – Proposer’s Representations

Proposers, by the act of submitting their Proposal, represent that:

- a. They have read and understand this Request for Proposals, 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 District services, programs, or personnel, or requests for clarification, interpretation, or change of the specifications of the RFP, shall be submitted in writing via email directly to the Project Manager at the address listed in Section 2.2 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 purpose of this requirement is to permit the District to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be

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unlawful, improvident or which unjustifiably restrict competition. The District will consider all requested changes and, if appropriate, amend the RFP. Answers shall be provided to all Proposers of record on the date that answers are available.

The District 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.

In the event of a difference of opinion between the District and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the District shall be final and binding upon all parties.

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

3.11 – District Requests for Clarification, Additional Research & Revisions

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

The District may perform, at its sole option, 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 District, become part of the public records, and may be disclosed accordingly.

The District reserves the right to request revisions or clarifications of Proposals or Fee Proposals

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after their submission and before a final award.

3.12 – Rejection of Proposals

The District 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 District 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 District 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 District. 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 District's Project Manager at the Proposal submittal location. All such communication 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 District and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.311 to ORS 192.483.

Unless certain pages or specific information are specifically marked "confidential" and qualify as such within the context of the regulations stated in the preceding paragraph, the District shall make available to any person requesting information through the District 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 District.

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 Winston-Dillard Water District provides domestic water service to a population of about 8,300 persons in the cities of Winston, Dillard, and surrounding communities in Douglas County, Oregon. The District's service area includes residential, commercial, institutional, and industrial customers. The District recently updated its Capital Improvement Plan (CIP), which identified the need to replace the District's two existing storage tanks at the Winston reservoir site, including:

- Winston Tank #1 – As characterized in the 2009 Predesign Report, this tank "is an old riveted steel tank with a capacity of around 1 MG (million gallons) ... and has reached the end of its useful life."
- Winston Tank #2 – This 0.5 million gallon welded-steel tank is located immediately adjacent to Tank #1 and operates at the same water surface elevation.

As recommended in the District's 2022 CIP, the proposed Winston Reservoir Replacement Project includes removal of the two existing tanks at the Winston reservoir site and construction of a new 2.0 million gallon reservoir.

The District's budget for the project is \$5.12 million, including engineering services, construction, and project contingency. The District intends for the proposed new reservoir be in service by the summer of 2025.

4.2 – Scope of Work

The scope of work for this project is anticipated to consist of four phases of work, including the following services:

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1. **Project Planning.** This work will include identification of required site improvements; identification of permitting requirements, including but not limited to environmental and land use permitting, as needed; evaluation and recommendation of tank construction materials; evaluation and identification of tank design criteria, including seismic design criteria and overflow elevation; identification of construction sequencing requirements including demolition of existing tanks; updated construction cost estimates; evaluation funding options, identification of a recommended funding plan, and coordination with funding agencies as needed; and updated project schedules.
2. **Project Design.** The scope of work for this phase may be updated following completion of the Project Planning phase but is anticipated to include final design of all recommended improvements. These services should include 30%, 60% and 90% design reviews by District staff, preparation of final construction documents, including plans, specifications, bid-ready contract documents, and preparation of an updated construction cost estimate.
3. **Bidding and Procurement Assistance.** These services may include support services during project bidding and award of a construction contract. This work is anticipated to include assistance with drafting of solicitation documents, response to bidder questions, review and tabulation of bids, and recommendation of lowest responsible bidder.
4. **Engineering Services During Construction and Contract Administration.** The scope of work for this phase may be updated following completion of the Project Planning phase. This work is anticipated to include responses to requests for information; review and comment on construction schedule submissions, project submittals, progress payment requests, and proposed change orders; issuance of changes to the construction contract; construction site visits and inspections; project start-up; and project close-out.

Public information and outreach related to this project will be the responsibility of the District.

A detailed Scope of Work for all four phases this project shall be prepared by the Proposer and submitted with the Proposal. The Proposer's assumptions regarding the project – such as required site improvements, permitting, materials of construction, project funding, and project schedule – should be identified in support of the proposed Scope of Work. It is anticipated the proposed Scope of Work may be updated, if needed, following completion of the Project Planning phase of the project.

4.3 – Proposer Qualifications and Requirements

The Proposer shall have a proven history of providing high-quality services, reliably meeting project goals and objectives, effective collaboration with owner's staff, producing high-quality work products, and adhering to project schedules and budgets. The District will verify the Proposer's history of performance and compliance with these requirements by contacting the Proposer's clients and references.

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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 cannot be changed without written approval of the District.

Proposers shall have all required licenses and certifications required to perform the work. In addition, all Proposers must have both a UEI (Unique Entity ID) number and SAM (System for Award Management) registration (both available at <https://sam.gov/content/home>). 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.

4.4 – Professional Services Agreement - Contract

Services shall be furnished under a professional services agreement (contract) between the District and Proposer. The District's proposed Professional Services Agreement is included in 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 into a contract containing substantially the same terms as the District Professional Services Agreement. Any exceptions or proposed modifications to the terms of the District agreement shall be identified in the Proposal as specified in Section 5.1 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 agreement.

Work under this contract may be funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds. As a result, the contract includes certain mandatory requirements that apply to this work and all subcontracts. In the event the contract is not funded by the federal Safe Drinking Water Revolving Loan Fund but rather federal and/or state funds from a different agency or department, the contract will include any mandatory requirements that apply to the work and all subcontracts.

4.5 – Insurance

The Proposer shall procure and maintain insurance, at Proposer's sole expense, at all times during the duration of this Contract, which will include, but not limited to, as an Additional Insured the District, 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 District's Professional Services Agreement.

SECTION 5: PROPOSAL FORMAT & CONTENT

5.1 – Proposal Format

Proposals shall generally conform to the following requirements:

1. Proposals should be prepared simply and economically. Emphasis should be on completeness, efficiency, and clarity of content. Brevity is encouraged.
2. Proposals must be printed on letter-sized (8.5" x 11") paper, with margins of at least ½" on all sides. Font size can be no smaller than 11.
3. The maximum total number of pages in the Proposal shall not exceed sixteen (16) 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 are at the Proposer's discretion.
4. Front and back covers, and tabs and/or dividers which include only the Proposal section name shall not count against total page limit.
5. Proposal content that will not count against the total page limit includes: Introductory Letter (maximum two pages), Scope of Work, Exceptions and Requested Modifications to District Agreement, Proposer Certifications and Representations form, Responsibility Inquiry form, and Appendices (resumes should not exceed two pages per team member).

5.2 – Proposal Content

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

1. Introductory Letter. This letter should:
 - a. Be addressed to Tanner Pence, District Manager, Winston-Dillard Water District, and shall 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 name of the person(s) authorized to sign any contract that may result.
 - d. Confirm applicable licensure, including applicable subconsultants, to provide the proposed services, including UEI (Unique Entity ID) number and SAM (System for Award Management) registration.

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2. Qualifications of Proposer. This section should identify the capabilities and resources of the Proposer's firm to furnish the requested services. The Proposer should provide:
 - a. 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.
 - b. Lines of authority and responsibility, Proposer's approach for managing projects 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.
 - c. Overview of Proposer's capabilities and experience related to:
 - Project planning for water storage reservoirs, including permitting requirements
 - Project funding support for water storage reservoirs, including evaluation of funding options and coordination with funding agencies
 - Construction cost estimating
 - Final design of potable water storage reservoirs of about 2-million-gallon capacity
 - Providing engineering services during construction.
 - d. Reference projects, including a minimum of three (3) projects that are similar in scope, scale, and complexity to the proposed project. Reference projects must include potable water storage reservoirs for rural communities in the Pacific Northwest. For each project include the project name, project description, project duration, start and end date, and the contract value. List any individuals in 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.

3. Qualifications of Proposer's Team. This section should 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. The following should be included in this section:
 - a. Team members' individual roles, responsibilities, credentials, and related experience that will allow the District to evaluate the qualifications of the individuals proposed for this work. Describe team members' qualifications and experience on similar assignments.
 - b. An organizational chart under which the Proposer's team will provide the requested services, if selected.
 - c. Individual team members' availability as a percentage of time that can be dedicated to this contract.
 - d. Resumes of key team members shall be included as an appendix to the SOQ and should generally be limited to two pages per team member.

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4. **Project Understanding.** This section should provide clear and concise statement of the Proposer's understanding of the District's goals, objectives, and requirements for this project.
5. **Approach.** The Proposer should provide a summary of the anticipated approach to the project, including:
 - a. Anticipated phases of work and tasks required for each phase.
 - b. Team members who will work on each task.
 - c. Anticipated work products and deliverables that may result from each task or activity.
 - d. Anticipated challenges and limitations to completing the project and the approach to addressing such concerns.
 - e. Anticipated approach to coordination of this project with ongoing water system operations.
6. **Project Schedule.** The Proposer should provide a summary of the anticipated schedule to complete the project from inception through construction and start-up. The schedule should identify the beginning date, duration, and end date of anticipated phases and tasks as well as target dates for key deliverables and milestones.
7. **Scope of Work.** The Proposer shall provide a detailed Scope of Work for all proposed services. The District may elect to negotiate modifications to the proposed Scope of Work at the sole discretion of the District. The proposed Scope of Work will not count against the total page limit.
8. **Exceptions and Requested Modifications to District Agreement.** The Proposer shall review the District Professional Services Agreement included as Appendix A to this RFP. The Proposer shall identify any exceptions and requested modifications for consideration by the District if the Proposer is selected. The District may elect to negotiate modifications to the proposed agreement at the sole discretion of the District. Exceptions and Requested Modifications to the District Professional Services Agreement will not count against the total page limit.
9. **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.
10. **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.
11. **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. Upon completion of the evaluation process, the District intends to negotiate a final scope of work, fee, and contract with the Proposer deemed to be most advantageous to the District. The District reserves the right to contact references as part of the decision-making process and prior to making a final selection.

6.2 – Proposal Evaluation Committee

The District's Proposal Evaluation Committee may be comprised of representatives of the District and independent advisers to help review the Proposals and Fee Proposals. The role of the Proposal Evaluation Committee is to evaluate responsive Proposals that have been received, attend interviews with Proposers if needed, and make a recommendation of award to the District's Board of Directors.

Proposers are not permitted to directly communicate with any member of the Proposal Evaluation Committee during the evaluation process. All communication will be facilitated through the Project Manager.

6.3 – Proposal Evaluation

6.3.1 – Responsiveness and Responsibility Determination

6.3.1.1 – Responsiveness Determination

A Proposal received prior to the Proposal Due Date and Time will be reviewed by the Project Manager to determine if it is responsive to all Proposal requirements. If the Proposal is unclear, the District reserves the right to request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-responsive Proposal. If the Project Manager finds the Proposal non-responsive, the Proposal shall be rejected; provided, however, the District reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived. The Proposer will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

6.3.1.2 – Responsibility Determination

The District will determine if an apparent successful Proposer is responsible prior to

Request for Proposals for Winston Reservoir Replacement Project

January 9, 2023

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award and execution of the Contract. At any time prior to award, the District shall reject a Proposer found not responsible.

6.3.2 – Evaluation Criteria

All Proposals initially deemed responsive by the Project Manager will be provided to the Proposal Evaluation Committee and will be scored based on the criteria and maximum scores specified below. If required, interviews will be scored, and interview scores added to the Proposal evaluation scores.

Evaluation Criterion	Maximum Score
Qualifications of Proposer & Reference Projects	20
Qualifications of Proposer’s Team	25
Project Understanding	5
Approach	20
Project Schedule	10
Scope of Work	20
Subtotal: Maximum Proposal Score	100
Interview, if needed	20
Total: Maximum Total Score	120

6.4 – Optional Interviews

The District anticipates identifying the highest ranked Proposer based on Proposals, without interviews. However, at the District’s option, interviews may be conducted with one or more Proposers after Proposals have been evaluated. If required, interviews will be scheduled by the District.

6.5 – Selection and Award

The Proposal Evaluation Committee will recommend award of a contract to the District Board of Directors based on the highest scoring Proposal. The District will enter into negotiations with the highest ranked Proposer. Within three (3) business days following notification by the District, the highest ranked Proposer shall provide the District with a proposed Lump Sum 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 without providing a Fee Proposal, the District reserves the right to negotiate an agreement with the second highest ranked Proposer. The District reserves the right to negotiate individually with one or more firms, to negotiate an agreement

Request for Proposals for Winston Reservoir Replacement Project

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using best and final offers, to select one or more firms, or reject all Proposals and cancel the solicitation if determined to be in the best interest of the District.

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 or received via letter on official firm/agency letterhead or by electronic mail) to the Project Manager no later than seven (7) calendar days prior to the deadline for submission of Proposals.

The Project Manager may, within their discretion, 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 Manager as the result of a protest, the postponement will be announced through an Addendum to the solicitation.

6.6.2 – Pre-Award Protests

With respect to protests made after the issuance of the Notice of Intent to Award by the District, protests 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 Engineering 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 Manager no later than seven (7) calendar days after the issuance of the Notice of Intent to Award by the District.

The District shall resolve all timely submitted protests within a reasonable time following the District'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 District shall revise the RFP accordingly and shall re-advertise the RFP in accordance with OAR 137-048-0220(2).

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

Appendix A

District Professional Services Agreement

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered this ___ day of _____, 2023 by and between the Winston-Dillard Water District ("District"), an Oregon special district, duly organized and existing under ORS Chapter 264, and _____, a/an _____ ("Contractor").

RECITALS

- A. The District is in need of professional services for consulting engineering services relating to the replacement of the District's water reservoirs (the "Project").
- B. The District issued a competitive Request for Proposal ("RFP") dated _____ seeking proposals from interested contractors.
- C. The Contractor submitted a responsive proposal dated _____ substantially complying with the District's RFP offering to provide the District with the consulting engineering services ("Proposal").
- D. The District deemed the Contractor to be qualified and responsible and determined Contractor's Proposal to be the most advantageous to the District based on the stated evaluation process and factors.
- E. The purpose of this Agreement is to establish the terms and conditions pursuant to which Contractor will provide the consulting engineering services to the District.

AGREEMENT

1. Engagement. The District hereby engages Contractor to provide consulting engineering services on the Project (the "Services"), and the Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone: (____) ____ - _____, email: _____.
2. Scope of Work. The Services of the Contractor shall be described in Exhibit A, attached hereto and incorporated herein by reference.
3. Term. This Agreement shall commence at 12:01 a.m. on May 1, 2023, and shall expire on _____ (the "Initial Term") unless earlier terminated according to the provisions herein.
4. Compensation. The District agrees to pay Contractor, from available and authorized funds, a lump sum amount as set forth on Exhibit B, attached hereto and incorporated herein, for the services rendered in accordance with the Scope of Work. If any interim payments to Contractor are made, such payments shall be made only in accordance with

Winston-Dillard Water District

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FOR CONSULTING ENGINEERING SERVICES

the schedule and requirements in Exhibit B.

5. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Services performed to the District, Attention: District Manager. Invoices shall describe all Services performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment
6. Assignment and Delegation. Contractor shall not subcontract or assign any of its rights or delegate any of its responsibilities or duties under this Agreement without the prior written consent of the District.
7. Independent Contractor Status. Contractor is engaged by the District as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the District, as those terms are used in ORS 30.265. Contractor shall not be entitled to any benefits that provided by the District to District employees. Contractor agrees to supply the District with Contractor's Federal Internal Revenue Service Employer Identification Number ("FEIN").
8. Indemnification.
 - a. Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless the District, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the District in which the District's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.
 - b. Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless the District, its officers, agents and employees, from all claims, suits, or actions arising out of the

professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the District in which the District's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the District.

9. Insurance.

Contractor, and its subcontractors, shall carry, maintain, and keep insurance acceptable to District in full force and effect throughout the term of this Agreement. Such insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors. Such insurance shall be primary and non-contributory. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the District may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the District procures such insurance, the District may charge the cost against any moneys due Contractor hereunder or for any other contract. The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

- A. Contractor shall obtain Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limits</u>
Each Occurrence	2,000,000
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

- B. Contractor shall also obtain Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
- C. The Contractor, its subcontractors, if any, and all employers

providing work, labor or materials under this Agreement who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers including employers' liability coverage with limits not less than \$5,000,000. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126.

- D. The Contractor shall obtain Professional Liability Insurance of not less than \$5,000,000. "Tail" coverage will be required at the completion of the Agreement for a duration of 72 months or the maximum time period the insurer will provide such if less than 72 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 72 months following completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement.
- E. The Commercial General Liability Insurance and Commercial Automobile Insurance policies shall contain an endorsement naming the District, its officers, directors, employees and volunteers, as additional insureds.
- F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days prior written notice to the District. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of District. The certificates of insurance provided to the District shall state that the insurer shall provide 30 days' notice of cancellation to the District.
- G. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- H. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the District. No contract shall be operative until the required certificates have been received and approved by the District. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the District 10 days prior to coverage expiration.

- I. A cross-liability clause or separation of insureds clause will be included in the general liability policy.
- J. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of District, in lieu thereof, a Certificate of Insurance shall be forwarded to the District. Such policies or certificates must be delivered prior to commencement of the work.
- K. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.
- L. Contractor may choose to obtain coverage for physical damage on the vehicles and District property through District's insurance. Contractor shall be responsible for paying all premiums on any insurance by this section and shall be responsible for any deductibles, whether the insurance is issued to Contractor or the District. Except for insurance naming the District as the primary insured, all insurance required by this section shall name the District as an additional insured.

10. Subcontract Provisions. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Agreement fully effective on the performance of the subcontractor. Contractor may subcontract only after receiving prior written consent from the District, which consent District may refuse to grant in its sole discretion.

11. Compliance with Law.

- a. Contractor shall comply with all applicable federal, state and local laws, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- b. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.
- c. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

- d. Contractor shall not permit any lien or claim to be filed or prosecuted against the District or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.
- e. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- f. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District 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.
- g. Contractor shall promptly, as due, make payment to any person, copartnership, 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 all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- h. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
 - A. Either:
 - 1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - B. For all work performed on Saturday and on any legal holiday specified in ORS 279B.235;

- C. Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).
- i. 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.
 - j. All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
 - k. Contractor certifies compliance with all applicable Oregon tax laws, including ORS 305.385, ORS 305.620 and ORS chapters 316, 317, and 318.
 - l. Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is 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 that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 - m. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.
 - n. If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the District must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before District issues final payment under this agreement.
 - o. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of District in connection with this Agreement in violation of ORS chapter 244.
 - p. Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - q. Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply

Winston-Dillard Water District

with ORS 656.017.

- r. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- s. Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.
- t. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112 of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- u. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its 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 compliance with this section is a material term of this Agreement, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Agreement or any contract for cause.

Further, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- v. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Agreement or any

other provision of law.

12. Computation of Time. For purposes of this contract, time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday.
13. Incorporation of Federal Clauses. The required federal clauses for services contracts are set forth on Exhibit C, attached hereto and incorporated herein by reference.
14. Notices and Communications. All notices and other communications concerning this Agreement shall be made in writing and may be delivered personally; by first-class United States mail, postage-prepaid, certified, or registered mail; by e-mail; or by facsimile. Notices should be addressed as follows:

DISTRICT: Winston-Dillard Water District
121 NW Douglas Blvd.
Winston, Oregon 97496
Email: tpence@wdwd.us

CONTRACTOR: _____

Email: _____
Facsimile: _____

15. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. An amendment must be by a writing that has been signed by individuals authorized to bind each of the parties contractually.
16. Severability. If a provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected.
17. Waiver. A waiver by one party of a right to a remedy for breach of this Agreement by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. The District's acceptance of goods or services, or payment under this Agreement, shall not preclude the District from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this

Winston-Dillard Water District

Agreement.

18. Time of Essence. Time is of the essence of this Agreement. Contractor's failure to deliver goods or services on time shall be a material breach of this contract. If Contractor fails to deliver goods or services on time, the District, at its discretion, may procure those goods or services from another source. If the price paid by the District for goods or services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay the District the difference between those prices. The District may deduct that difference from any amount the District owes Contractor.

19. Termination:

- a. Mutual Termination: This Agreement may be terminated at any time by mutual consent of both parties.
- b. Termination for Cause: The District may terminate this Agreement for default by Contractor. The following shall be deemed to be events of default:
 - A. Default in Payment: The failure of the Contractor to make any payment or other charge owed to either the District or a third party within ten (10) days after it is due if the District has given Contractor a minimum of ten (10) days written notice.
 - B. Default in Performance: The failure of the Contractor to comply with any term, condition, or fulfill any obligation of this agreement, other than those covered under subsection 20.b.A above, within thirty (30) days after written notice to the Contractor specifying the nature of the default with reasonable particularity. However, if the event by its nature cannot be completely remedied within the thirty day period, and the Contractor begins corrective action and thereafter proceeds with reasonable diligence to effect a remedy as soon as practicable, the District may excuse the default.
 - C. Insolvency: The insolvency, assignment for the benefit of its creditors, filing of a voluntary or involuntary petition in bankruptcy, a judicial determination that the contractor is bankrupt, the appointment of a receiver, or any similar type of action which could be reasonably construed by the District to call into question the financial integrity of the Contractor or the Contractor's financial ability to fulfill the duties, terms, or conditions of this Agreement.
- c. Termination in the Public Interest: The District may terminate this Agreement at any time upon thirty (30) days' written notice to Contractor if the District

determines, in its sole and absolute discretion, that termination is appropriate. If this Agreement is terminated under this Section, Contractor shall be entitled to payment for all services ordered by the District and timely delivered by Contractor before termination, and to all reasonable costs of closing out the Agreement, provided that Contractor provides a final itemized invoice for those amounts within ninety (90) days after receiving the termination notice.

20. Intellectual Property. Contractor, upon the District's request, shall defend the District against any claim against the District for patent, copyright, trademark, trade secret, or other intellectual property infringement based upon the District's use of goods or services provided under this Agreement. Contractor shall hold the District harmless from, and indemnify the District for, any liability arising from the claim. This Section shall not apply when the alleged infringement arises entirely from modification of the goods or services by the District without Contractor's approval
21. Ownership of Work and Material. All work product of Contractor pursuant to this Agreement shall be the property of the District. Contractor waives and releases all rights relating to the use of the work under this Agreement. The District shall own any data, documents, plans, specifications, working papers, computer programs, or other material produced by Contractor pursuant to this Agreement. Reuse of work product by District or others for purposes outside the Scope of Work shall be without liability to Contractor. Upon execution of this agreement, District grants to Contractor an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits Contractor to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project.
22. Headings. The parties agree that section headings and other titles used in this Agreement are for convenience only, and are not to be used to interpret this Agreement.
23. Audit and Inspection of Records

Contractor shall maintain a complete set of all books, documents, papers, and records relating to this Agreement for at least six (6) years, or such longer period as may be required by a governmental agency providing funding, after District makes final payment on this Agreement and all other pending matters are closed. Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the District or United States Environmental Protection Agency (the "Agency") or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the District free of charge. District and Agency shall have the right to inspect and audit all Contractor's financial records relating to the Services under this Agreement at any time

during the term of this Agreement or within six (6) years, or such longer period as may be required by a governmental agency providing funding, after District makes final payment on this Agreement and all other pending matters are closed.

Contractor further agrees to include in all of its subcontracts under this Agreement a provision to the effect that the subcontractor agrees that the District and Agency or any of its duly authorized representatives shall, until the expiration of six (6) years, or such longer period as may be required by a governmental agency providing funding, after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.

24. Choice of Law. This Agreement shall be governed by Oregon law. Any suit or action arising from this Agreement shall be commenced and prosecuted in the courts of Douglas County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties hereby agree to submit to the jurisdiction and venue of these courts.
25. Attorneys' Fees. If suit or action is instituted in connection with this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, expert fees and costs incurred therein at trial and on appeal.
26. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Winston, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. If a party requests mediation and the other party fails to respond within ten days, or if the parties fail to agree on a mediator within ten days, a mediator shall be appointed by the presiding judge of the Douglas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
27. Integration. This Agreement and any exhibits attached hereto, Request for Proposal _____ and Contractor's Proposal, constitute the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) this Agreement and any exhibits hereto; and 2) the RFP and Contractor's Proposal.

Dated this _____ day of _____, 2023.

Winston-Dillard Water District

[CONTRACTOR]

WINSTON-DILLARD
WATER DISTRICT

Title: _____
Name: _____

Title: Board Chair
Name: _____

Approved as to form

Counsel for Winston-Dillard
Water District

EXHIBIT A
SCOPE OF WORK

Refer Attached Scope of Work

EXHIBIT B
COMPENSATION

DRAFT

EXHIBIT C

SAFE DRINKING WATER REVOLVING LOAN FUND REQUIREMENTS

Refer to Attached Requirements

EXHIBIT C

This Exhibit C supplements the terms of the underlying Agreement to set forth terms required by Federal Law. To the extent of any conflict between the requirements of this Exhibit C and the requirements imposed by the underlying Agreement, the more stringent requirement, so long as it complies with the federal requirement, shall control. The remaining terms of the Agreement remain in full force and effect. The District and the Contractor (herein referred to as "Consultant") hereby agree:

I. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor, including but not limited to 41 CFR part 60.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work:

Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they

may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

III. COMPLIANCE WITH FEDERAL LAW

To the extent they apply to this Agreement, the Consultant agrees to comply the following federal authorities:

- o Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- o Clean Air Act, Public Law 84-159 as amended
- o Coastal Barrier Resources Act, Public Law 92-583 as amended
- o Endangered Species Act, Public Law 93-205 as amended
- o Environmental Justice, Executive Order 12898
- o Floodplain Management, Executive Order 11934 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990
- o Farmland Protection Policy Act, Public Law 97-98
- o Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- o National Historic Preservation Act of 1966, Public Law 89-665 as amended
- o Safe Drinking Water Act, Public Law 93-523 as amended
- o Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- o Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- o Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- o Debarment and Suspension, Executive Order 12549
- o Wild and Scenic rivers Act, Public Law 90-542 as amended
- o Age Discrimination Act of 1975, Public Law 94-135
- o Title VI of the Civil Rights Act of 1964, Public Law 88-352
- o Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500(the Clean Water Act)
- o Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- o Equal Employment Opportunity, Executive Order 11246
- o Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)

- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- o The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse
- o The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism
- o Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

IV. COPELAND ANTI-KICKBACK

If this Contract is a contract for construction or repair work in excess of \$2,000 where 40 USC 3145 applies, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract.

V. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant verifies that none of the Consultant’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Consultants who apply or bid for an award of \$100,000 or more shall make the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

VII. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Consultant agrees to provide District, EPA, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide EPA or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

VIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that EPA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, EPA policies, procedures, and directives.

IX. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from the Agreement.

X. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

DISTRICT:

By: _____
Name: _____
Title: _____

CONSULTANT:

By: _____
Name: _____
Title: _____

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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Request for Proposals for Winston Reservoir Replacement Project

Appendix B

Proposer Certifications & Representations

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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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 District, 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 District reserves the right to accept a Proposal or reject all Proposals if deemed in the best interest of the District; 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.

Request for Proposals for Winston Reservoir Replacement Project

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 District. 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 District board, officer, employee, or person, whose salary in whole or in part by the District, 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.

Request for Proposals for Winston Reservoir Replacement Project

“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 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 and Proposer’s employees, agents, and subcontractors are not presently debarred, suspended, proposed for debarment under ORS 279B.130, or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon and are not included on:
 - A. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://sam.gov/SAM/>
7. 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.
8. 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.
9. 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.
10. The undersigned Proposer certifies that their firm is a () Resident Proposer () Non-resident Proposer.
11. Proposer certifies, to the best of its knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

Request for Proposals for Winston Reservoir Replacement Project

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Print Name

Title

Authorized Signature

Date

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

Appendix C
Responsibility Inquiry

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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RESPONSIBILITY INQUIRY

The District will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, the District may obtain any information the District deems necessary to make the determination. The District 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 District 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

Request for Proposals for Winston Reservoir Replacement Project

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, 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

Winston-Dillard Water District
Request for Proposals for Winston Reservoir Replacement Project

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:

Print Name

Title

Authorized Signature

Date