

CITY OF ROSEBURG

REQUEST FOR QUALIFICATIONS

FOR

***ARCHITECTURAL, ENGINEERING, PLANNING, ENVIRONMENTAL AND CONSULTING
SERVICES FOR ROSEBURG REGIONAL AIRPORT***

RFQ NO. AP-14-1

SUBMITTAL DEADLINE: 2:00 P.M., April 22, 2014

**CITY OF ROSEBURG
REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, PLANNING AND CONSULTING
SERVICES FOR ROSEBURG REGIONAL AIRPORT**

RFQ NO. AP-14-01

NOTICE IS HEREBY GIVEN, the City of Roseburg is requesting sealed proposals from qualified persons to provide engineering, architectural, environmental, planning, and consulting services for Roseburg Regional Airport for a period of five years. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Qualifications (RFQ) packet. A copy of the RFQ packet may be obtained from the City Manager's Office, at City Hall, 900 SE Douglas, Roseburg, OR 97470, by calling 541/541-492-6866 or by downloading from the City's website at www.cityofroseburg.org.

All proposals must be sealed, clearly marked "**Statement of Interest and Qualifications for Architectural, Engineering, Environmental, Planning, and Consulting Services for Roseburg Regional Airport - RFQ No. AP-14-01**", **2:00 p.m., April 22, 2014** and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFQ, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.



Sheila R. Cox, City Recorder

Dated this 1st day of April, 2014.

Posted on the City's website this 1st day of April 2014.

**CITY OF ROSEBURG
REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, PLANNING, AND
CONSULTING SERVICES FOR ROSEBURG REGIONAL AIRPORT
RFQ NO. AP-14-01**

GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION. These general requirements and instructions have been written to describe the professional architectural, engineering, planning, environmental, and consulting services required for the Airport.

This RFQ is intended to provide interested persons (herein referred to as proposers) with sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFQ.

The City reserves the right to reject any and all proposals received as a result of this RFQ prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFP, entitled "Public Records".

This RFP contains and incorporates the following:

Exhibit "A"	Proposal Form
Exhibit "B"	Contract for Architectural and Engineering, Environmental, and Consulting Services for Roseburg Regional Airport, including City's Standard and Federal Contract Provisions
Exhibit "C"	Description of Services
Exhibit "D"	Minimum Qualifications
Exhibit "E"	Evaluation Criteria

2. FORM OF PROPOSAL. Proposals are to be based on and submitted in accordance with the instructions contained in this RFQ. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFQ. Proposers are responsible for responding to all addenda.

3. POINT OF CONTACT. The City Manager's office is the point of contact in the City for this RFQ. With the exception of questions relating to technical aspects of the services to be provided (see following Section 4), all correspondence pertaining to this RFQ should be directed to Sheila Cox, City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470. The City Manager's Office may be contacted by calling 541-492-6866.

4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES. Questions regarding specific technical aspects of the service requested by this RFQ or seeking clarification concerning this RFQ may be directed to Jim Maciariello, P.E. by calling 541-492-6767 or emailing jmaciariello@cityofroseburg.org. No oral clarification will be binding on the City. The City will be bound only by this RFQ and any written addendum issued hereunder.

Requests for changes to this RFQ, including requests for changes in any of the exhibits to this RFQ must be submitted in writing to the City Recorder not later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFQ" and specify the RFQ Number set forth in the caption to this RFQ. Written request may be delivered by mail or by confirmed e-mail. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFQ, the clarification or modification will be made by written addendum as provided in Section 6 of this RFQ.

5. SCHEDULE OF EVENTS. The following schedule of events shall be followed for this RFQ.

Solicitation Starting Date (RFQ available)	April 1, 2014
Last Date for Questions and Requests	April 12, 2014
Solicitation Closing	2:00 p.m., on April 22, 2014
Notice of Competitive Range (if used)	April 29, 2014
Interviews (If required)	May 6, 2014
Notice of Intent to Award	May 7, 2014
Airport Commission Recommendation	May 15, 2014
City Council Recommendation	June 9, 2014
Award and Execution of Contract	June 16, 2014

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFQ, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

If the City decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

6. ADDENDUM TO THE REQUEST FOR QUALIFICATIONS. In the event it becomes necessary to revise any part of this RFQ prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of

this RFQ. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFQ by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

7. FORMAT OF PROPOSALS. Proposals must contain the information specified in Section 8 of this RFQ. Proposals must be prepared on the proposal form attached hereto as RFQ Exhibit "A." A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFQ and the contract attached hereto as Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

8. CONTENT OF PROPOSALS. Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFQ or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a proposal that does not conform with all RFQ requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFQ. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

8.1 Proposals must contain at least the following:

8.1.1 Proposal Form. The proposal form, attached hereto as RFQ Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:

- a. The proposer's business name, address, telephone number, e-mail address and federal tax identification number;
- b. The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c. Name(s) and title(s) of person(s) authorized to submit the proposal and to execute the contract; and

8.1.2 Qualifications. The proposer's statement of qualifications must contain the following:

- a. A description of the key personnel that will perform the services and their particular qualifications;
- b. A description of how proposer complies with all minimum qualifications set forth in RFQ Exhibit "D";

c. Special services the proposer can provide in connection with the services required by this RFQ and as described in RFQ Exhibit "C"; and

d. Any experience proposer has had in providing the services required by this RFQ to the City or other public entities.

8.1.3 References. Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record. Include project manager, start and completion dates, whether the project(s) was on schedule and over/under/on budget when completed, and a contact name and phone number for the sponsor.

8.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFQ.

9. EXECUTION OF CONTRACT. The proposer selected by the City to provide the requested services will be expected to deliver its proof of all required insurance, and to enter into a written architectural and engineering, environmental, and consulting services contract in the form attached hereto as RFQ Exhibit "B".

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFQ EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

10. DELIVERY OF PROPOSALS. In order to be considered, 4 copies of the sealed proposals must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFQ. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the RFQ number shown in the caption of this RFQ and the time and date of the Solicitation Closing.

11. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Manager's office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon

presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.

12. OPENING OF PROPOSALS. Proposals received in response to this RFQ will be opened in public by the City Recorder or designee, immediately after the Solicitation Closing in the City's Manager's Office located at 900 S.E. Douglas Street, Roseburg Oregon. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

13. MINIMUM QUALIFICATIONS REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFQ Exhibit "D".

14. EVALUATION OF PROPOSALS. The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFQ Exhibit "E" and in accordance with the following:

14.1 Interviews/Samples. The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFP. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the proposal, provided that no scoring for interviews will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

14.2 Use of Competitive Range/Negotiation. At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the 3 proposers who have the highest criteria ratings (the "Competitive Range"). The City may increase or decrease the Competitive Range if, in the City's opinion, the number or proposals or the quality of the proposals warrants an increase or decrease in the number of proposers in the Competitive Range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiations with proposers in the Competitive Range, the City shall provide written notice to all proposers, identifying proposers in the Competitive Range. A proposer that is not within the Competitive Range may protest the City's evaluation and determination of the Competitive Range in accordance with the provisions set forth below under Section 18.3 of this RFP.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range. The City's interviewing or negotiation team shall not favor any particular proposer. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to a term or condition that this RFQ describes as negotiable.

14.2.1 The matters subject to negotiation shall be limited to the following:

- a. The manner in which the services are to be performed or the quality or type of materials to be supplied;
- b. The personnel to be committed to the City's contract; and
- c. Other terms and provisions that the City would like to change.

14.2.2 Nothing in this RFQ shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-048-0250. If the City begins selection activities under this Section 14.2 of this RFP, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

- a. terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s); or
- b. conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiating process; or
- c. reject all proposals and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's interviews with all remaining Proposers in the Competitive Range, the City shall re-score the proposals in the Competitive Range based upon the evaluation criteria in this RFQ.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract only to all proposers in the Competitive Range. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFQ.

14.3 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

15. SELECTION PROCESS AND NOTICE OF AWARD. The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City's selection, but if the City decides to use the competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

16. PUBLIC RECORDS. This RFQ and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City; provided, however, such records shall not be disclosed until after the Notice of Intent to Award the contract has been issued.

17. RECORDS REVIEW; CONFIDENTIALITY. After Notice of Intent to Award the resulting contract has been issued, all proposals shall be available for public inspection except for those portions of a proposal that the proposer designates in its proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.

18.1 Purpose. An adversely affected or aggrieved proposer may seek administrative review of the City's selection of a proposer or contract award decision as outlined in this Section.

18.2 Notice of Competitive Range. If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice; or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the

number and quality of proposals. A business day is any day on which the City's offices are open.

18.3 Right to Protest Competitive Range.

18.3.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

18.3.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.3.3 A proposer is adversely affected only if the proposer is responsible and submitted a responsive proposal and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their proposals were not responsive; or
- b. The City committed a substantial violation of a provision in the RFQ or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in Competitive Range.

18.3.4 The City shall not consider a protest submitted after the time period provided in this RFQ. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFQ.

18.4 Notice of Intent to Award Contract. The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. seven (7) days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

18.5 Right to Protest Award.

18.5.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

18.5.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.5.3 A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

18.5.4 The City shall not consider a protest submitted after the time period provided in this RFP.

18.6 Authority to Resolve Protests. The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

18.7 Decision. If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest.

City of Roseburg

By: 
Sheila R. Cox, City Recorder

EXHIBIT "A"
RFQ NO. AP-14-01

PROPOSAL FORM

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____

e-mail address: _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will binding and enforceable against the proposer.

By causing this proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFQ, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, disabled veterans or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFQ if it is selected to provide the services requested by this RFQ.

In addition to the information requested by Section 8 of this RFQ, the proposer should include the following:

Cover Letter: One page cover letter which includes the mailing and e-mail addresses and telephone and fax number of the person(s) to be used for contact and who is authorized to represent the firm or group.

- b. Table of Contents: An index of material included in the proposal.
- c. Statement of Interest: A statement of interest describing interest in item(s) selected from tasks outlined in the "Description of Services" Exhibit "C".
- d. Statement of Qualifications: A statement of the firm's or group's qualifications covering the items listed in the "Minimum Qualifications" Exhibit "D".
- e. Management and Staff: Describe the organizational structure that is proposed to implement the project, including support staff, and any subcontractors. Include resumes of key project personnel.
- f. Workload Management: Outline workload management techniques that will allow ongoing assessments of current workloads. Describe any subcontractors that proposer would use as consultants, and how the subcontractors would be used.

Authorized Signature: _____

Print Name and Title: _____

Date of Signature: _____

EXHIBIT "B"
RFQ NO. AP-14-01

**CONTRACT FOR ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL,
PLANNING AND CONSULTING SERVICES FOR ROSEBURG REGIONAL AIRPORT**

This Contract is made and entered into this _____ day of _____ 2014, by and between the CITY OF ROSEBURG, an Oregon municipal corporation, hereinafter called "CITY", and **(Contractor's Business Name)**, an independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Upon execution of this contract and continuing thereafter until June 30, 2019, CONTRACTOR shall perform the services required by this Contract.

1.2 Activities. Throughout the term of this contract, Contractor shall provide design and construction management services, planning services, environmental services, easement and right of way acquisition services, FAA coordination, permitting services, and other miscellaneous services as required, for improvements to the Roseburg Regional Airport. Work to be performed under this Contract will be authorized as individual task orders.

1.3 Fees. The fee for each task order will be negotiated and reflected in the signed task order document.

1.4 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

1.5 Insurance Requirements. At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance

coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

1.5.1 Commercial General Liability. Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

1.5.2 Automobile Liability Insurance. At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

1.5.3 Professional Liability Insurance. At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. Nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

1.6 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open

to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

1.7 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.8 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.9 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A" and Federal Contract Provisions in the attached Exhibit "B".

1.10 Health Hazard Notification. If CONTRACTOR is hired to perform work for the CITY involving the need to control hazardous energy or enter confined spaces will be informed of the CITY's programs and the associated hazards that CITY is aware of. The notification is not designed to take over the CONTRACTOR's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to negotiate and pay CONTRACTOR a fee identified in each individual task order based on the approved fee schedule.

2.2 Terms of Payment. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

3.4 Arbitration. Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum,

the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG
City Manager
900 SE Douglas
Roseburg, OR 97470

***Contractor's Name and
Mailing Address***

3.9 Applicable Laws. The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

CITY OF ROSEBURG

(INSERT CONTRACTOR'S NAME)

C. Lance Colley, City Manager
Date: _____

(Name & Title of Person Signing)
Date: _____

ATTEST:

Tax Identification Number

Email: _____

Sheila R. Cox, City Recorder

EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS FOR
ENGINEERING, ARCHITECTURAL OR LAND SURVEYING SERVICES

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for the engineering, architectural or land surveying services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110 AND 279A.105:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section,

- (a)** “nonresident contractor” means a contractor that is not a resident contractor:
- (b)** “resident contractor” means a contract that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract, has a business address in this state, and stated in the bid or proposal for the Contract that it was not a “resident bidder” under ORS 279A.120.

2.2 For the purposes of awarding the Contract, the City will:

- (a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and
- (b) add the percentage increase to the bid of a non-resident bidder equal to the percentage, if any, of the preference given to the Contractor in the same state in which the Contractor resides.

2.3 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220: The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

- 5. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- 6. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

6.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the 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 services.

6.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

- 7. HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

7.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

- (a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

- (b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

7.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

7.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

- 8. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240:** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
- 9. **HIGHEST STANDARDS – ORS 279B.055(c):** By entering into the Contract, Contractor agrees the services provided shall meet the highest standards prevalent in the industry or business most closely related to the services to be provided.
- 10. **CONSEQUENCES FOR FAILURE - -ORS 279B.055(h):** Contractor understands that failure to provide services which meet the highest standards in the industry may result in consequences including, but not limited to:
 - (a) reducing or withholding payment;
 - (b) requiring the Contractor to provide, at Contractor's own expense, additional services identified in the scope of work to meet the established performance standards; or
 - (c) declaring a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or other applicable law.
- 11. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

EXHIBIT "B"
STANDARD FEDERAL CONTRACT PROVISIONS
FOR FEDERAL SERVICES CONTRACTS

The following provisions, if applicable, are hereby included in and made a part of the attached contract for Airport engineering, architectural, environmental, and consulting services between the City of Roseburg and the Contractor named therein as provided for in Federal laws, rules, regulations and guidelines:

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1.1 Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to

furnish this information, the Contractor shall so certify to the City or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Contractor shall include the provisions of 1.1 through 1.5 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS. The Contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Contractor receives from CITY. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontractors.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

4.2 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 any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS. The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. RIGHTS TO INVENTIONS. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the City of the Federal grant under which this contract is executed.

7. TRADE RESTRICTION CLAUSE.

7.1 The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

(a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

7.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the City cancellation of the contract at no cost to the Government.

7.3 Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

7.4 The Contractor shall provide immediate written notice to the City if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

7.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal

Aviation Administration may direct through the City cancellation of the contract or subcontract for default at no cost to the Government.

7.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8. BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**EXHIBIT “C”
RFP NO. AP-14-01**

DESCRIPTION OF SERVICES

The following is a sample listing of the types of services that may be required during the completion of the Design, Engineering, Environmental, Planning, and Consulting services for Roseburg Regional Airport facility improvements.

The City is seeking qualified engineering and related professional services necessary to:

- perform all design and construction related services
- prepare construction bid packages
- assist during the bid process
- perform inspection services during construction
- perform construction close out services
- complete planning services, including a master plan/ALP update
- perform environmental and permitting services as required
- provide coordination with FAA as required
- assist with easement/property acquisition
- other miscellaneous services as required

Work to be performed will be authorized by individual task orders over a 5 year period from the date of execution of the contract. Specific projects will be detailed and managed in separate task orders to the Master Contract. Standards, formats, and specifications for the deliverables will be outlined in each task order. Project tasks may range in scope from a few hours to several months to complete. Start and completion dates for services will be negotiated.

The Roseburg Regional Airport is a vital part of the national airport system, as well as an integral component of the transportation infrastructure that serves the City, Douglas County, and south west Oregon. The Airport, along with its aviation-related businesses and facilities, represents a vital and significant regional economic asset. In addition to many aviation-related assets, the Airport also provides benefits to local business and industry, promotes tourism, and encourages additional business development and expansion throughout the City and surrounding communities.

The City completed an update to the Airport Master Plan in 1995, which includes numerous capital improvement projects. The City intends to implement the findings and recommendations described in the capital improvement program subject to approval and receipt of FAA grants and City Council authorization.

The updated Airport Master Plan provides a 20-year plan that details proposed Airport projects. This RFQ addresses the following specific projects along with the other general services listed above for the next 5 years.

- a) Runway Pavement Rehabilitation
- b) Apron Rehabilitation Construction Management
- c) Airport Master Plan
- d) Airport Layout Plan Update
- e) Obstruction Removal Support
- f) Departure Procedure Update

The Runway Pavement Rehabilitation project is being managed by the Oregon Department of Aviation and may require coordination efforts with the successful proposer. The City is currently in the design phase for the Apron Rehabilitation Project. FAA funding is scheduled for 2015, but may be available as early as this fiscal year for construction of these improvements. Construction management services will be a part of a task order associated with this contract.

These projects are shown for planning purposes only and may be modified in both scope and time based on receipt of FAA grants and City Council authorization. Other similar projects may be included during the term of the contract.

**EXHIBIT “D”
RFP NO. AP-14-01**

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law and registered to do business in the City of Roseburg before signing a contract with the City.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor’s Board from working on public contracts.
3. Proposers must have professional qualifications, experience, competence, and knowledge of designing and completing airport and airport related projects in accordance with Federal Aviation Administration regulations, policies, and procedures.
4. Proposers must be able to complete a project in a timely manner. Proposers must demonstrate a record of timely past performance of projects of similar scope listed in Exhibit “C”.
5. The proposer must have a demonstrated record of financial stability.

Note:

FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENTS SET FORTH IN THIS RFQ MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND EXCLUDE FURTHER CONSIDERATION OF THE PROPOSAL.

EXHIBIT "E"
RFQ NO. AP-14-01

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. Selection criteria contained in FAA Advisory Circular 150/5100-14D, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects as amended, will be considered in the following order of importance. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 15 of the RFQ, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFQ requirements.
Yes_____ No_____ If No, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award:
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures. **0 - 30 Points**
3. Availability/capability to perform the work or most aspects of the projects and recent experience in airport projects comparable to the proposed tasks **0 - 25 points**
4. Quality of projects previous undertaken and capability to complete projects without having major cost escalations overruns. **0 - 20 Points**
5. Ability to manage design and construction process, and furnish qualified inspectors for construction inspection **0 - 20 Points**
6. References/experience of firm (including prior work with City) **0 - 15 Points**
7. Current workload and demonstrated ability to meet schedules and deadlines. **0 - 15 Points**
8. Demonstrated understanding of the project's potential problems and special concerns **0 - 10 Points**
9. Indication of a high degree of interest in undertaking the project **0 - 5 Points**

Maximum Possible Points =140

Total Points_____