



REQUEST FOR PROPOSALS

RFP No: 4000004254

RFP Title: Multnomah County Job Order Contracting

Issue Date: Friday, March 4, 2016

Proposals Due: Wednesday, April 6, 2016

Not Later Than 4:00 PM

**LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Refer Questions to:

████████████████████
██
██
██

Submit Proposals to:

Multnomah County Purchasing
501 SE Hawthorne Blvd, Suite 125
Portland, OR 97214

**Optional Pre-Proposal
Conference:**

**There will be an optional pre-proposal conference for this Solicitation on Monday, March 14th, 2016 at Multnomah Building First Floor Conference Room 126, 501 SE Hawthorne Blvd, Portland OR 97214
Attendance is: Optional - Phone in option details to be provided.**

This RFP is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279B, and Multnomah County PCRB public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

TABLE OF CONTENTS

PART	TITLE	PAGE #
PART 1	Procedural Information	
Section 1.0	RFP Organization	4
Section 1.1	Procurement Timetable	4
Section 1.2	Optional Phone Pre-proposal Conference	4
Section 1.3	Protests	5
Section 1.4	Realistic Proposals	6
Section 1.5	Clarification of Responses	6
Section 1.6	Rejection of Proposals	6
Section 1.7	Cost of Preparation of Response	7
Section 1.8	Confidentiality	7
Section 1.9	References	7
Section 1.10	Publicity	7
Section 1.11	Cancellation	8
Section 1.12	Disputes	8
Section 1.13	Collusion	8
Section 1.14	Certification Regarding Conflict of Interest	8
Section 1.15	Local Purchasing Preference	8
Section 1.16	Sustainable Purchasing	9
Section 1.17	EEO Certification Requirement	9
Section 1.18	Invoices	9
Section 1.19	Payment	10
Section 1.20	Pre-award Risk Assessment	10
Section 1.21	Reserved	10
PART 2	Service Description, Funding and Contracting Information	
Section 2.0	Purpose and Overview	11
Section 2.1	Introduction and Program History	11
Section 2.2	Goals, Values and Other Important Considerations	12
Section 2.3	Target Population Served	12
Section 2.4	Geographic Borders/Limitations & Service Areas	12
Section 2.5	Funding	12
Section 2.6	Match Requirements	12
Section 2.7	Scope of Services	13
Section 2.8	Points of Contact	22
Section 2.9	Performance Measures/Performance Contracting	22
Section 2.10	Contract Negotiation	22

Section 2.11	Contract Award	22
Section 2.12	Contract Term	23
Section 2.13	Compensation and Method of Payment	23
Section 2.14	Cooperative Purchasing	23
Section 2.15	Insurance Requirements	24
Section 2.16	Special Information	25
Section 2.17	Coefficients	25
Section 2.18	BOLI	25
Section 2.19	Construction Contractors Board (CCB)	25
Section 2.20	Reserved	25
PART 3	Proposal Evaluation, Questions and Instructions	
Section 3.0	Proposal Evaluation Criteria and Scoring	26
Section 3.1	Proposal Questions Instructions	27
Section 3.2	Proposal Questions	27
PART 4	Proposal Submission Instructions	
Section 4.0	Joint Proposals	33
Section 4.1	Multiple or Alternate Proposals	33
Section 4.2	Proposal Instructions and Content	33
Section 4.3	Maximum Page Limit	33
Section 4.4	Proposal Content	33
Section 4.5	Proposal Binding	34
Section 4.6	Proposal Packaging	34
Section 4.7	Proposal Copies and Submission	34
Section 4.8	Minimum Requirements	34
Section 4.9	Proposer Checklist and Submittals	35
PART 5	Solicitation Attachments and/or Electronic References	
Attachment 1	Proposer Representations and Certifications	36
Attachment 2	Sample County Contract	38
Attachment 3	JOC Proposal Pricing Form	39
Attachment 4	MRO Listing of Current JOCs	40
Attachment 5	Optional Weatherization Services	44
Attachment 6	Optional Transportation Services	45
Attachment 7	Cooperative Purchasing	46
Attachment 8	Multnomah County Facilities Specification Standards (Revised April 2014) Electronic Attachment	47
Attachment 9	Prevailing Wage Rates for Public Works Contracts in Oregon (Effective July 1 2015) Electronic Attachment	48
Attachment 10	Multnomah County Sheriff's Office Records Check Authorization	49

PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1, Procedural Information: Provides an overview of the procurement process and conditions.

Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed; delineates responsibilities; defines deliverables (as applicable), funding and contracting terms.

Part 3, Proposal Questions and Evaluation Criteria: Describes questions to be answered and how proposals will be evaluated by the County.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

<i>Activity</i>	<i>Section</i>	<i>Scheduled Date/Time</i>
<i>Date Issued</i>	<i>Cover page</i>	Friday, March 4, 2016
<i>Pre-proposal conference</i>	1.2	Monday, March 14, 2016 2:30 PM Multnomah Building, 1 st Floor Rm 126
<i>Questions or protests of specifications due to Purchasing in writing</i>	1.3.1	Monday, March 28, 2016 5:00 PM
<i>Purchasing response to written questions</i>	1.3.1	Friday, April 1, 2016
<i>Proposal submittal deadline</i>	<i>Cover page</i>	Wednesday, April 6, 2016 at 4:00 Central Purchasing Room 125
<i>Proposal evaluation period</i>	3.0	Week of April 18th
<i>Proposed oral evaluation period</i>	3.0	See 3.0
<i>Provider selection</i>	3.0	Wednesday, May 4, 2016
<i>Contract start date</i>	n/a	July 1, 2016 or later

Multnomah County reserves the right to deviate from this schedule.

1.2 OPTIONAL PHONE PRE-PROPOSAL CONFERENCE

There will be an optional pre-proposal teleconference for this solicitation on March 14, 2016 beginning at 2:30 PM local Portland time. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. For those calling in, you must RSVP by email to gerald.e.jelusich@multco.us no later than March 10, 2016 to participate in this manner. Participants will receive dial-in information one or two days before the teleconference. **Please send complete contact information for each person attending.**

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFP and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFP and contract, and a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the notification of solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website www.multcopurch.org. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County.

Addenda:

The County Purchasing Manager, no later than five (5) calendar days prior to the RFP opening, shall issue any addendum. After closing date, any claims or misunderstanding in regard to the nature, quality or description of the service(s) or item(s) to be supplied by this RFP will be considered waived.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers down selected to the Oral Interview Phase, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO. 4000004254
ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 125
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

Multnomah County reserves all rights regarding this solicitation, including but not limited to the right to:

1. Cancel this solicitation at any time and not award a contract;
2. Award a contract in part;
3. Reject any and all proposals in whole or in part; and
4. To waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it “should reasonably be considered confidential.”

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word “CONFIDENTIAL.”

If a Proposer marks every page of a proposal as “CONFIDENTIAL”, the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer’s submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual

obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Purchasing and the Public Affairs Office.

1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment 1) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or Subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any

such conflict can be avoided, neutralized, or mitigated. Also, all JOCs shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.15 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

1.16 SUSTAINABLE PURCHASING

In 2010, Multnomah County initiated a Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFP responses.

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and
9. Community engagement and support for underserved populations.

1.17 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP (See Solicitation Attachment 2, page 38)

1.18 INVOICES

All invoices shall be prepared on the successful Contractor's standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date; separate labor and materials charges;
4. Multnomah County contract number; project number/name; project completion date; project manager's name, building name and number; and,
5. Any additional information required in Exhibit 1 of the finalized contract.

1.19 PAYMENT

It is the County's Policy to make recurrent contract payments to Contractors via electronic payment. The Contractor selected under this solicitation will accept electronic payment from the County and comply with County's procedure for electronic payment.

Payment shall be made to the Contractor when a Job Order is issued to the Contractor and an approved invoice is submitted to the County. Payments shall be made in monthly payments on or before the last day of each month for the percentage of the value of work that the County Project Manager has determined to have been performed.

1.20 PRE-AWARD RISK ASSESSMENT

Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

1.21 (RESERVED)

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

Multnomah County is seeking Proposers from whom it may purchase Job Order Contracting (JOC - pronounced *Jay-Oh-Cee*) services for the performance of a broad range of construction services including minor construction, repair, renovations, alterations including moves, adds and changes and maintenance, potentially including commissioning services, building system performance evaluation services, HVAC system balancing, etc. The contract will be a fixed-unit price, indefinite quantity type. The program envisioned will include three phases:

1. Maintenance, Repair and Operations and related construction services for the Facilities & Property Management Division (Proof of Concept);
2. Optional expansion phase to include non-public work Weatherization services in private single and Multi-family residences; and/or,
3. Optional expansion phase to include Transportation-related maintenance and repair activities.

2.1 INTRODUCTION AND PROGRAM HISTORY

As the County feels a growing strain on resources for its procurement and contracting functions, there has been a movement to look at every element in the buying process to more efficiently accomplish these functions and meet demand. This has included a strong push for longer term indefinite delivery/indefinite quantity contracts, aka “On-Call” or “Requirements” contracting arrangements, as well as dramatically increased usage of inter-governmental cooperative contracts. As the workload steadily increases, the business processes to meet these demands have remained largely unchanged, particularly in the Public Contract Review Board arena governing the purchase of public improvements, non-personal services and goods since this area is largely dictated by State legislation.

Beginning over a year ago, the County began exploring Job Order contracting as one initiative to provide relief in relatively low dollar, high volume maintenance, repair and operations (MRO), where we are experiencing significant delays and unceasing pressure for change to existing processes and procedures. In late 2014, County Attorney responded to a request for review and could not find specific language that blocked the use of the JOC approach, as long as it applied to construction trade services that were not Public Improvement Contracts – in other words limited to ordinary maintenance, minor alteration and repair necessary to preserve an existing public improvement. Further research determined that the most optimal approach would be to proceed under Public Contract Review Board (PCRB) Division 47-0600 *Alternative Contracting Methods* (See 47-0630 (3)), where the alternative contracting method has not been previously used and could be identified as a pilot project (see ORS 279C.335(2)(c)).

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

The primary goal of using the JOC process is to substantially extend the amount of resources available to do essential trade-related work in the maintenance, repair and operations (MRO) of Multnomah County's approximately 130 buildings. As a measure of the primary goal, we expect to see significant transactional reductions in cost and significant reductions in delays between work identification and work completion for targeted work packages.

Introduction of a new procurement/contracting process that is fundamentally different than what has been used before will undoubtedly cause some anxiety and concern among users, and there will be a learning curve as the new process is introduced. As with any new process, it will be important to continually educate all stakeholder groups and develop open lines of communication in order to obtain feedback and provide direction. The JOC will not include any Public Improvement efforts.

MWESB participation is one of the key areas that we hope JOC will positively impact – and we will hold continuation of the contract, exercising other work orders and reimbursement of the Cooperative Contracting charges against quarterly measures of MWESB utilization rates.

2.3 TARGET POPULATION SERVED

The Job Order Contracting process will serve Multnomah County employees, members of the public that utilize our facilities as well as residents of Multnomah County who benefit from Weatherization and Transportation services.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

There are no geographic limitations within the area of Multnomah County – services from any resulting contracts could occur anywhere within the County limits.

2.5 FUNDING

Funding of the work described in this RFP is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be assigned and the contract will permit the County to add or remove work as necessary depending on availability of funding.

2.6 MATCH REQUIREMENTS

Does not apply to this solicitation.

2.7 SCOPE OF SERVICES

2.7.1 DEFINITIONS

Controlled/Uncontrolled: Refers to work in spaces either considered secure or unsecure. Sheriff rules apply in all Controlled areas.

Designer: Reference to the Architect, Engineer or Consultant of Record specified for a specific Job Order. Designer may be a consultant, employee of the Job Order JOC or County Employee.

Division: For proof of concept phase, shall mean Facilities and Property Management Division.

FPM: Facilities and Property Management Division (under the Department of County Assets)

Incidental Work: Although not specifically called out in the Statement of Work, a Job Order Proposal must include all construction services as necessary to perform the work covered by the Scope of Work. For example: A statement of work might be “Erect with Metal Studs and paint Gypsum Wall Board Wall.” Anchoring of the wall to the floor and ceiling, proper installation of the vertical studs, attaching the wallboard, taping, and finishing with joint compound are standard construction procedures which are the responsibility of the JOC Contractor including permitting, when required.

Intergovernmental Cooperative Purchasing Agreements: Current law provides the ability of Government entities to purchase off existing contracts established by other Government entities, if certain requirements have been met. These would include having conducted an open competitive process substantially similar to those provided for in existing ORS, publicly advertised, and agreed to by both the Contractor and the Government agency issuing the Contract.

JOC: Job Order Contracting (pronounced “Jay-Oh-Cee”) is a proven international contracting concept based on a fixed-unit price, indefinite quantity contract requiring the successful Contractor to provide job orders for maintenance work, usually employing some type of national pricing model.

Minor Alteration: The expansion, contraction or change in the physical characteristics of a structure, while preserving its original intent and use. Minor Alteration does not include changes of such a substantial nature as to change the intent or use of a facility – for example the conversion of office space to a health clinic or jail.

MRO: Maintenance, Repair and Operations. The necessary work to keep existing structures functional and usable.

MWESB: Minority, Women, or Emerging Small Businesses which are certified by the State of Oregon pursuant to ORS 200.055. This designation will also expand to include Service Disabled Veteran Owned Businesses after January 1, 2016. Effective January 1, 2016, the State Office shall change its name to COBID - the County will adopt the usage of *State of Oregon Certified Firms* or simply *Certified Firms*.

Operationally Urgent: Needs for immediate resolution, the delay of addressing would potentially cause significant damage or substantially increased costs. This type of need is distinguished from Emergency situations, where potential loss of life or loss of the use of a facility is probable outcomes. Emergencies are handled outside of this contract via PCRB 47-0280, and can only be declared by the Chair.

OAR: Oregon Administrative Rule. OARs translate Oregon Revised Statutes (ORS) into specific requirements and program instructions for specified agencies and users.

Owner: Multnomah County

Transportation: Division of Transportation under the Department of Community Services.

UPB: Unit Price Book, selected by the Contractor to be used to price all work under any resulting contracts. Examples include RS Means or Construction Task Catalogue.

Weatherization: Office under the Department of County Human Services, Community Services Division. Refers to those activities designed to provide low-income residents more energy efficient structures and appliances in single family or multi-family privately owned residences.

Work: Labor, material and other elements that are part of a Job Order.

Working days: Are all calendar days except Saturdays, Sundays and the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day (observed), Memorial Day, Independence Day, Labor Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

2.7.2 SCHEDULE

The planned schedule for the initial Proof of Concept Phase is shown below:

RFP Opens to the Public	March 4, 2016
RFP Completion – Notice to Award	May 2016
Contract Execution	July 2016
Initial JOC/County Meetings	July 2016
Set up of JOC Office	By September 2016
Recruitment of JOC Subcontractors	Ongoing thereafter
Training of County Staff: Central Purchasing FPM team DCA Hub team	Beginning September 2016
First JOC Job Order	January 1, 2017

The County reserves the right to modify this schedule

2.7.3 DESIRED SPECIFICS OF PERFORMANCE

The following describes the desired work effort under the Proof of Concept Phase for the Facilities & Property Management Division. Specifics for Weatherization and/or Transportation work would be added to the existing Job Order Contract if those options are exercised at a later time.

With the exceptions of emergencies, work required under any resulting contracts, shall be ordered by issuance of formal written *Work Authorizations* containing the approved *Job Order Proposal* and the owner *Job Order*. Actual content and outline of forms shall be negotiated between the parties, with an emphasis to keep the process as simple as possible. A generic process is outlined below – Proposers may suggest variations.

1. As the need is identified by designated Facilities Staff (“Project Managers”), the Project Manager shall obtain confirmation from a designated Facilities Manager that the intended work is MRO and then notify the JOC of an existing requirement.
2. Upon receipt of this confirmation, the JOC shall respond within two working days, or as otherwise instructed by the Project Manager (3 hours for Operationally Urgent requirements) by:
 - a. Visiting the proposed work site in the company of the Project Manager; or,
 - b. Contacting the Project Manager to further define the scope of the work requirement.
3. Upon establishment of the scope of the requirement, the Project Manager shall issue a *Request for Job Order Proposal*. Exact format of the *Request for Job Order Proposal* shall be negotiated between the parties. The JOC shall then prepare a *Job Order Proposal* further defining the scope by providing a line item proposal of the individual task, quantities and costs. Drawings may be done by County A&Es or by in-house JOC personnel – there is an expectation that the JOC will have a capability to prepare County CAD compliant drawings and will provide those reflecting the work done to Facilities to allow the County to update existing facility plans.
4. The Unit Price Book, as proposed by the successful Proposer, will serve as the basis for establishing the cost of the work to be performed. The applicable city/state weighted average city cost index and total costs will be used to price line items and then multiplied times the quantities required. This amount will be multiplied by the City Cost Index and the negotiated coefficient(s) to determine the lump sum cost of job Job Orders.
5. The JOC’s proposal shall be submitted within five (5) working days unless otherwise specified by the Project Manager.
6. Upon receipt of the JOC’s proposal, the Project Manager will review the proposal for completeness and, through discussions with the JOC as necessary, reach agreement with the JOC on pricing, schedule and all other items, prior to the issuance of a *Work Authorization* and revised *Job Order*, containing any changes to the original Job Order agreed to by the parties.

7. The County will issue a formal Work Authorization that will contain the Job Order Proposal and the revised Job Order; establishing the agreed to Statement of Work, start date, price and schedule and will serve as the JOC's Notice to Proceed.

8. Change Orders to Job Orders may be requested by either the Project Manager or the JOC and, after review and negotiation by both parties may be issued. Change orders that result in an adjusted price exceeding the formal threshold shall be approved by a Facilities Manager and the Purchasing Manager.

8. In the event the Project Manager does not issue a Work Authorization after receipt of the JOC's proposal, the County is not obligated to reimburse the JOC for any costs incurred in the preparation of the proposal.

9. The Project Manager shall be solely responsible for the decision to move forward or to seek other options in addressing the requirement. County reserves the right to do the work internally or to contract out the work.

2.7.4 SCHEDULING OF WORK, CONSEQUENCES, and RESPONSIBILITIES:

1. *Period of Performance.* The first day of performance will be the effective date specified in the approved Work Authorization with attached revised Job Order. Any preliminary work started or materials ordered before the receipt of the Work Authorization will be at the risk of the JOC. The JOC will diligently prosecute the work to completion within the time set forth in the Job Order. The period of performance will include allowance for mobilization, holidays, weekend days and cleanup – claims for delay based on these reasons shall not be allowed. When the JOC considers the work is complete and is ready for its intended use, the JOC shall request the Project Manager to inspect the work. When the Project Manager determines the work is substantially complete, the Project Manager will issue a Certificate of Substantial Completion with a list of items to be corrected or completed prior to final payment. The JOC shall promptly proceed to complete and correct the items on the list.

2. *Materials.* Purchase of materials and equipment shall be made without interference with County operations or personnel.

3. *Prior to Work.* Furniture and portable office equipment in the immediate work area may be moved by the County prior to work initiation and replaced to its original location upon work completion or can be bid by the JOC – it must be stated in the Job Order.

4. *Damages.* The JOC shall take all reasonable precautions to ensure no damage will result from its operations to private or public property. All damages will be repaired or replaced by either the JOC at no additional cost to the County or by the County at the JOC's expense, as determined in the best interests of the County.

5. *Traffic Impacts.* The JOC shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones and signs, flaggers, etc., as required for each Work Authorization. Proposed traffic control methods, if any, will be submitted to the Project Manager for final approval.

6. *Permits.* The JOC shall be responsible for obtaining all required permits from the Authority having Jurisdiction (AHJ). The JOC will include the actual cost in the monthly invoice. Most County facilities inside the Portland City limits are enrolled in the City of Portland Facilities Permit program. A link to this program is provided here: <https://www.portlandoregon.gov/bds/37047>
7. *Building Codes.* The AIA Masterspec Specifications and all current national and local building codes will apply to the work done under this contract. See Multnomah County Facilities Specification Standards (Rev April 2014) – Solicitation Attachment 8
8. *Multiple Job Orders.* There is an expectation that the successful JOC shall be able to take on multiple Job Orders at the same time, and oversee multiple projects in various states of performance.
9. *Inspection.* The County reserves the right to inspect any job site when determined appropriate. The JOC will permit immediate access.
10. *Asbestos.* Depending on the Job Order, the JOC or Subcontractor may need to be licensed for asbestos work under ORS 468A.720 or licensed for lead-based paint abatement work under ORS 701.510.
11. *Secure Facilities.* Depending on the location specified in the Job Order, the JOC and any subcontractors of the JOC may need to have clearance to Multnomah County secure facilities. Clearances may be arranged through the Multnomah County Sheriff Office. Multnomah County Sheriff will have the final decision in matters regarding access. See Solicitation Attachment 10 for a copy of the Multnomah County Sheriff's Office Records Check Authorization form.
12. *Taxes.* The successful Proposer shall pay or ensure payment of sales, consumer, use and other similar taxes required of the JOC and any Subcontractor under any Law with respect to performance under this Contract.
13. *Use of Premises.* The JOC shall confine equipment, materials and the movement of workers to areas permitted by the Contract or resulting JOC Job Order. Every effort shall be made to ensure passageways, entries and exits remain useable during authorized work. Waste and debris shall be minimized and removed from the work site as needed to preserve access ways. After completion of the work, the JOC shall leave the work site ready for use. JOC shall restore to their original condition those portions of the site not designated for alteration. JOC shall not create loads that threaten or destabilize the structural integrity of the worksite.
14. *Safety.* The JOC shall comply with all laws regarding safety appropriate to the work being undertaken and comply with best practice at all times, initiating, maintaining and supervising all safety precautions and programs. JOC shall have a company safety program and each project shall have a site specific safety plan. The JOC shall immediately notify the County of any reportable accidents and injuries occurring on the jobsite. If a report is required to a public agency, the JOC will provide one copy to the assigned County Project Manager. The County retains the right to stop performance of the work or make corrective actions, or both, in the interests of safety. The JOC would bare the full responsibility for such stoppages or corrective actions.

2.7.5 PRICING OF WORK:

Services will be priced using a proposed Unit Cost Book (UCB) – *actual type or version will up to the Proposer*. Tasks and related materials will be pre-priced in the UCB and a city cost index shall be applied to properly adjust labor and materials in this locality. Finally, depending on the tasks, negotiated coefficients (for example 0.95% or 1.10%) shall be multiplied to derive a final Job Order Cost. All of this information shall be available to the County for verification and review purposes. During the initial Proof of Concept period, no Work Authorization shall be issued in excess of the formal threshold (currently \$150,000.00). After the Proof of Concept period, as evidenced by the Board authorization to continue, Work Authorizations may only exceed the formal threshold with permission of the County Purchasing Manager, for work that is essential or of an operationally urgent nature - see 2.7.3.8. Emergencies, as defined by PCRB 47-0280, will be handled outside of this solicitation and any resulting contracts by using the existing processes under the PCRB.

Non Priced-Items. Work not specifically called out in the UPB but reasonably under the Scope of Work of this solicitation shall be referred to as “Non Pre-Priced Tasks” and shall be added to the existing Unit Price Book. If an item, with the same “form, fit and function” can be found in the UPB, it can be used to price the line item, if appropriate documentation is provided in the final line item proposal. If a like item cannot be found, the JOC will obtain three quotes; provide them to the Contract Administrator who will negotiate an equitable price with the JOC. Once negotiated, this price can be added to the UPB and will no longer be a “Non Pre-Priced” task or item. The JOC’s coefficient for pre-priced items does not apply to “Non Pre-Priced items or tasks - a separate coefficient shall be negotiated and used.

Coefficient contents. The pricing coefficient(s) should include all costs other than those continued in the pre-priced unit prices, including but not limited to: direct cost of doing the work; labor burden and overhead; General and Administrative costs; profit or margin; project office expenses; mobilization and closeout costs; bonding costs; insurance; compliance with environmental laws; protective clothing and equipment; safety program, training, certifications; permitting; inspections; preparing project documentation/drawings; traffic and work site barriers; computer equipment and software; vehicles; maintenance of vehicles and fuel; testing; and all contingencies in connection with performing the work.

Non-Normal work. Proposers shall submit several pricing coefficients (*See Solicitation Attachment 3*), for priced and unpriced work, for regular work and for tasks that must be done under an accelerated schedule or where the work must be done at night or weekends to minimize workplace disruptions

No additional payment will be allowable for any of the above items

2.7.6 BONDING & PROPOSAL SECURITY; RETAINAGE

The County shall retain the option to require payment and performance bonds for projects of longer duration and/or higher risk work. If required, the bond requirement would be stated in the Job Order. If determined necessary, Job Orders exceeding \$25,000 would require a payment bond only; Job Orders exceeding \$100,000 would require both payment and performance bonds. If required, bonds would be provided to the Contract Administrator prior to initiating work.

A proposal security bond is required with the submittal of a proposal in response to this solicitation in the amount of \$15,000. If an Offeror withdraws their bid within 60 days after the date and time fixed for the opening of proposals for this solicitation, if the apparent successful Proposer fails or refuses to execute a final agreement, or fails to provide required insurance or other documentation as required by this solicitation or the negotiated contract, the County reserves the right to award to the next highest scoring Proposer or may issue a new solicitation or may cancel the solicitation. The Security Bond is forfeited if the proposal is withdrawn after opening, or Contract documents are not executed in accordance with the above requirements.

The County shall withhold from progress payments 5 percent of the total earned for work completed. See ORS 279C.550-ORS 279C.570

2.7.7 QUALITY ASSURANCE/QUALITY CONTROL

The JOC will submit for County approval, a Quality Assurance/Quality Control Plan within 15 calendar days after Notification of Intent to Award a Contract. This plan should address all aspects of quality including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors. County will be granted access to the work to inspect the work, materials, preparation and finishing processes and fabrication. The County will have the authority to point out defects or failures to comply with County or other applicable standards, reject material not meeting required standards and suspend non-conforming work until the County Project Manager and/or County Contracts Manager issues a decision. Final approval or acceptance of work shall only be issued by the County Project Manager.

2.7.8 FISCAL REQUIREMENTS AND REPORTING

County and JOC-experienced Project Managers will meet with the JOC on a quarterly basis, to discuss process improvements, MWESB participation and recruitment, dissect problem areas and issues, and review upcoming opportunities for conversion to the JOC or planned MRO projects. Location will rotate each calendar year, with the January meeting at the County and alternate between the JOC and County locations. The meeting closest after the second anniversary will also include review of the Cooperative Contracts status and determine, based on the achievement of MWESB goals for Multnomah County, what if any administrative rebates will be provided to the County or retained by the JOC.

2.7.9 SUBCONTRACTING; USE OF STATE OF OREGON CERTIFIED FIRMS

One of the County's critical measures of success with this contract is whether it employs a significant number of subcontractors, including Certified Firms as Subcontractors and suppliers that are located within the local area and have state certification as a Minority, Women-Owned, or Emerging Small Business (MWESB), to meet both existing and future JOC needs in a timely manner.

- The JOC shall comply with OAR 580-061-0030 and OAR 580-061-0035 in all respects regarding MWESB Enterprises. The JOC shall take actions to make good faith efforts to subcontract with MWESB Enterprises.
- The JOC shall report to Owner on the results of the good faith efforts. The JOC shall submit monthly reports to the Owner listing work contracted to date with MWESB firms. Certified firms

receive a State Certification Number – possession of this State issued number is a requirement to be counted as a MWESB. Self-certify firms do not count towards MWESB participation.

- No use of a subcontractor, including certified firms, shall relieve the JOC of any of its obligations or liabilities under the contract.
- The JOC shall have sole responsibility for managing and coordinating the operations of its subcontractors, including MWESBs, including the settling of disputes with or between the JOC and such subcontractor or supplier.
- The JOC shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work
- Except with Owner’s prior approval, payments to subcontractors, including MWESBs shall be subject to retainage of five percent (5%).
- The selection of all subcontractors and suppliers shall be made by competitive offers in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the requirements of ORS Chapter 279C, the process shall generally comply with the open and competitive nature of public procurement. The successful JOC will have these firms selected prior to beginning the delivery of services to the County.
- Owner reserves the right to disapprove any proposed Subcontractors, suppliers and any proposed contracts based on legal standards of responsibility.
- JOC will not enter into any contract with any firm that is currently on the Federal debarment or exclusion listing, per the latest System Administrative Management System (SAM) nor any firm that is currently on the State of Oregon suspended/debarment list.

As explained previously, one key reason to undertake this effort is to support and refocus on employing MWESBs in MRO work within the County. It is imperative that the successful JOC understand this and take all reasonable steps to meet or exceed the County’s aspirational goals for MWESB firms. Focus on only one aspect, such as Emerging firms, shall not be viewed as meeting the intent or desire of the County. Developing a group of capable MWESB firms, with a breadth of service capabilities, will be a central task of the JOC.

Aspirational Goals

The County believes that use of MWESB’s in at least 35% of the total dollars expended on MRO work is reasonable and achievable. Out of that total, we would expect historically underutilized firm expenditures to represent approximately half of the total MWESB spend. Using the above information, Proposers will be asked to provide their MWESB goals – broken out by category (M, W &E). Their proposed MWESB utilization goals must be supported by an assessment of firm availability and reflect an understanding of the Multnomah County and surrounding area labor force.

2.7.10 JOC PROJECT SUPPORT REQUIREMENTS

1. Computer: The JOC will provide and maintain in operational order at least one computer system for JOC staff use. The JOC will provide all installation, removal, repair, maintenance and updates as needed.

2. Computer software: The JOC shall provide the following software for the field office and the County’s project office(s):

- a. The JOC will provide computer software that will provide the user with an automated version of the selected Unit Price Book items and pricing information, allow the user to select the desired Unit Price Book items and quantities from the automated listings and based on those selections will extend and generate a total Unit Price Book costs for individual project proposals. At least one copy of this software will be provided to the County after contract award.
- b. The supplier of the JOC software may from time to time issue updates to, or replacements for the software. All changes and updates will be made by the JOC and a new copy of the software will be furnished to the County. The JOC shall promptly install the new software, at no additional cost to the County, and shall provide the County with verification of the incorporation of these changes.
- c. The JOC shall not alter, amend, delete or otherwise modify the programming, Unit Price Book items, or prices contained in the JOC software without notification prior to the change to the County.
- d. Each project proposal submitted by the JOC shall contain all proposed Unit Price Book items, quantities, extended prices, and total proposed cost.

2.7.11 JOC FIELD OFFICE

The JOC shall be required to furnish and maintain a field office within the Boundaries of Multnomah County. Provision and payment of all utilities of the field office shall be the responsibility of the JOC. The JOC shall be responsible for outfitting the field office with such equipment necessary to conduct business with the County, including but not limited to office furnishings, computer(s), supplies and other items necessary for operation of the field office.

2.7.12 COUNTY FURNISHED AND ACCESS TO UTILITIES

At the project work sites, the County will furnish, free of charge to the JOC, utilities and access to toilet facilities. Utilities will include access to water and electricity. Special modifications to the existing water and electrical systems required to perform work will be the responsibility of the JOC and such modifications will be removed and the utility systems restored to their original configuration, unless otherwise directed by the County or if the modifications are part of the work package.

2.7.13 WORK BY COUNTY

The County reserves the right to undertake or award contracts to other contractors for the performance of the same or similar type work as contemplated herein and to do so will not breach or otherwise violate a contract resulting from this solicitation.

2.7.14 INCIDENTAL SERVICES

The JOC will be expected to have the capacity to do services that are not specifically called out under this solicitation. These would include estimating, construction design, financial, planning, programming, environmental and other related activities necessary to support the primary tasks under this solicitation.

2.7.15 RECORDS AND AUDITS

The JOC shall retain all financial records that pertain to this contract for at least three years after the County has made final payment and all other matters related to this contract has been completed. The County retains the rights to inspect, audit and copy any records related to this contract. JOC will allow complete access to records within 10 business days after original request.

2.8 POINTS OF CONTACT

The JOC shall provide an updated Point of Contact (POC) for their local operation at all times during the life of the resulting contracts, if any, from this solicitation. The County will identify an Owner's Representative and provide this updated information to the JOC. Additional contacts in Facilities will be identified as needed. The County intends to administer any resulting Contracts as a Centrally Managed Contract, in Central Purchasing. The assigned contract administrator will coordinate with the County Divisions using this contract and provide support as determined necessary the County Divisions.

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Performance measures will be developed between the County and successful JOC. Areas of consideration will include Certified firms participation rates and dollar shares, response times, satisfaction measures and others as determined meaningful to determine program progress and success.

2.10 CONTRACT NEGOTIATION

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

2.11 CONTRACT AWARD

Through this RFP process, the County is seeking to award one contract. Award, as determined by the County, will be made to the responsible Proposer whose proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.

2.12 CONTRACT TERM

The initial program phase will focus on establishing JOC processes in the Facilities & Property Management (FPM) Division and the resulting JOC contract will run approximately two years. This contract shall be issued by Central Purchasing and jointly administered by Central Purchasing and DCA/Facilities. At the conclusion of two years of JOC operation or earlier as determined by the Purchasing Manager, after an assessment of the JOC approach by all stakeholders and with Board consultation and permission, the County may elect to:

1. Extend JOC operations in FPM for up to three additional years only; or
2. Extend JOC operations in FPM for up to three additional years and exercise an option to initiate JOC processes in one of the two remaining areas (Weatherization or Transportation);
or
3. Extend JOC operations in FPM for up to three additional years and exercise both options to initiate JOC processes in both Weatherization and Transportation; or
4. Terminate the JOC contract in its entirety.

At the end of the initial five year pilot period, the program or programs using the JOC approach shall report to the Board on the history and their specific experience. They shall at that time recommend the Board either:

1. Continue the JOC process in only one of the work categories, for a period of not more than five additional years, via one year options; or
2. Continue the JOC process in two of the work categories, for a period of not more than five additional years, via one year options; or
3. Continue the JOC process in all three of the work categories, for a period of not more than five additional years, via one year options; or
4. Terminate the JOC pilot approach entirely.

2.13 COMPENSATION AND METHOD OF PAYMENT

JOC will submit invoices to the County for review. Payments should reflect estimation of the work completed and after County review, will be processed via the County payment process. Payments shall be made monthly, less amounts retained for hold-backs or other authorized deductions.

2.14 COOPERATIVE PURCHASING (After securing Board approval)

Assuming a favorable Board decision to continue the Facilities pilot, other public agencies may establish contracts or price agreements directly with the awarded JOC under the terms, conditions and prices of the contract Pursuant to ORS 279A.215 and agreement by the selected JOC to extend

the terms, conditions and prices of the original contract. The JOC shall provide quarterly usage reporting to Multnomah County other agencies cooperative use of the contract.

Intergovernmental Cooperative Administrative Fee (ICAF): A 2% annual cooperative administrative fee on eligible revenues will be held by the JOC for payment to the County for any Intergovernmental Cooperative Procurement agreements that JOC agrees to enter into under substantially the same prices and terms and conditions of this agreement. Invoices to other cooperative users will reflect the established contract pricing with the surcharge of an additional 2%. The total ICAF collected by the JOC shall be retained pending the annual Contract certified reporting on the progress in regards to achieving the County certified firm aspirational goals. As outlined in 2.7.9, documented JOC outcomes in regards to Multnomah County’s certified firm aspirational goals shall result in the following dispositions of ICAF:

Aspirational Goal Results	Collected ICAF Disposition
Negotiated Aspirational Goals over last year not achieved	ICAF is entirely refunded to Multnomah County
Negotiated Aspirational Goals met (or exceeded by < 4.0%)	ICAF is split between Multnomah County and JOC
Negotiated Aspirational Goals exceed by more than 4%	All ICAF is retained by JOC

2.15 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this solicitation will be required to provide the minimum of insurance described in Exhibit 2 of the attached Multnomah County JOC Contract. Insurance coverage requirements may change over life of the contract and will be negotiated with the JOC, upon initial contract execution and upon any contract extensions.

Minimum insurance requirements:

<u>Type of Insurance</u>	<u>Amount</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
<i>Commercial General Liability</i>	<i>\$5,000,000</i>	<i>\$1,000,000</i>	<i>\$5,000,000</i>
<i>Commercial Auto Liability</i>	<i>\$2,000,000</i>	<i>\$500,000</i>	<i>\$2,000,000</i>
<i>Workers Compensation</i>	<i>\$100,000</i>	<i>Required</i>	

Additionally, the County may determine that additional insurance types and limits are required, such as Builder’s Risk Insurance, JOC’s Pollution Liability Insurance, or others. These will be negotiated with the successful Proposer.

2.16 SPECIAL INFORMATION

The County shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. The County shall furnish other special investigations of the Project site as requested by the JOC and as reasonably necessary for the project.. JOC shall exercise reasonable care in relying upon this information in the performance of its services under this agreement. The County makes no warranties or representations as the accuracy or suitability of information provided to the JOC by the County or others.

2.17 COEFFICIENTS

The JOC's coefficient (or coefficients) is the price multiplier that is ultimately negotiated between the County and JOC. The parties will use this coefficient, or combination of coefficients, to determine the price of proposed work. This coefficient (or multiple coefficients) may, with the agreement of both parties, be adjusted. The initial negotiated coefficient or coefficients shall be good for one year, effective on the start date of the contract. Annually thereafter, the JOC may request adjustments to the coefficient (or coefficients), supported by pricing documentation and based on history of the projects. The County will have final authority in accepting or rejecting proposed changes to any coefficient.

2.18 BOLI

The County will require the payment of BOLI prevailing wage rates for substantially all work under awarded under a resulting Job Order Contract per ORS 279C.800 to 279C.870. Current wage rates determined by the Oregon Bureau of Labor and Industries (BOLI) may be obtained from the BOLI website at www.boli.state.or.us. The current BOLI version is dated Oct 1, 2015 and will be valid for this contract.

2.19 CONSTRUCTION CONTRACTORS BOARD (CCB)

Proposers are notified that JOCs must file a public works bond with the State of Oregon Construction Contractors Board as provided for in ORS 279C.836. No contract will be offered unless the Proposer is registered with the Construction Contractors Board to the extent required by ORS Chapter 701.

2.20 Reserved

PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service delivery, oversight and financing.

EVALUATION PROCESS FOR WRITTEN RESPONSE AND OPTIONAL ORAL EVALUATION

WRITTEN

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. If Multnomah County does not elect to have an oral evaluation, the award will be made to the responsible Proposer with the highest scoring proposal based on the written proposals. **Total points available will be 100 points per Evaluator.**

ORALS

If it is determined to be in the best interest of the County, an oral evaluation will be scheduled. The two Proposers with the highest initial written scores will be invited to an oral evaluation with the evaluation committee. The County reserves the right to offer oral evaluations to more or fewer proposers.

First, the Proposers shall provide their responses to the clarification questions, which may be unique to each Proposer. Additionally, the Proposers will be afforded the opportunity to highlight the key elements of their proposal and to make the case why they are the most optimal team for selection by the County. Additional points will be available for these elements as follows, per evaluator:

Revised scoring of original proposal <i>after clarification</i>	100 Points
Key elements review	20 Points
Optimal approach presentation	<u>30 Points</u>
Total Oral Evaluation Points:	150 Points

After clarification questions, the Evaluation Committee will share their key findings from each Proposer's oral presentation. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. The proposals will be scored using the same criteria used to evaluate the written proposals. No additions, deletions or substitutions may be made to proposals during the oral evaluations.

The oral evaluation scores, including the revised scoring for the written proposals and the scores for the Key elements review/Optimal approach presentation will then be combined resulting in a final oral total score. The original written proposal score will be added to the final oral total score to arrive at a final score. The award will be made to the responsible proposer with the highest combined written and oral scores.

The Oral Evaluation will take on one day between April 26th to April 29th. An exact date will be scheduled and shared with Proposers who are invited to Orals based on their written evaluation scores. Proposers who are invited but do not attend the oral will not receive any oral points. Proposers must be available to attend orals during this period.

3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

Example: Proposer A submits a proposal and receives the following Section 3.2 scores from the three evaluators:

Evaluator A: 78 Points
Evaluator B: 81 Points
Evaluator C: 60 Points
Total Points: **219** Points
(Minimum necessary: 100 possible points x 3 evaluators x 70% = **210** Points)

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 exceeds the minimum number of points required to qualify, 210.

If the total points earned had been less than 210 points, then Proposer A would not have been considered further for an award under this RFP.

3.2 PROPOSAL QUESTIONS

3.2.1 Experience, Capability and Financial Stability **6 pages**

30 Points

1. Describe your experience in managing and delivering similar Job Order type contracts over the last five years, (including JOC, SABER and DOC), especially as it relates to Facilities MRO work in Counties and other, non-defense governmental organizations. Describe how you expect to manage this new effort while maintaining and expanding services on your existing contracts. Subcontracting with MWESBs will be critical to your success – describe how you plan to meet or exceed our challenging MWESB aspirational goals. What are the main challenges when coming in new to an

organization and community and what strategies will you use that have proven to be effective in minimizing organizational & community resistance in the past?

Evaluation Criteria: Proposer can demonstrate that they have significant experience over the last five years in the JOC area and can be expected to meet our basic requirements, as detailed in Part 2 of the Solicitation. They can document extensive government experience and have the capacity to expand their services, both under any resulting contracts from this solicitation but also nationally as they seek work in different venues. Their discussion of challenges and strategies to overcome them is logical and further demonstrates their broad and relevant experience in this area. Provider lays out a detailed plan to meet MWESB goals, showing prior experience successfully building MWESB relationships and entering into mutually beneficial contracting arrangements.

2. Potentially the demand for job order services, at the County alone, could increase significantly after the pilot phase is completed, expanding into Low-Income Weatherization programs and/or Transportation as well, and being available for cooperative purchases from local area public entities. Discuss how you approach capacity building for both current and anticipated demand. Based on your experience, how rapidly can you expand your local office, add supporting skills like design and increase your internal capacity as well as subcontractor capacity to meet growing demands? Are there limits to amount of work your team could take on?

Evaluation Criteria: Proposer demonstrates experience establishing a JOC center and building in capacity to expand as the JOC concept becomes integrated into day-to-day operations. Proposer has experience estimating future demand and can call on substantial resources to obtain additional personnel as needed in meet growing demand. Proposer has experience with MRO work, Transportation-related work and public funded low-income weatherization programs – experience with Community Action Centers and Green and Healthy Homes program a plus.

3. The financial stability of the JOC is critical, especially since there is significant capacity building and training efforts in the front end of this effort. Describe your capacity to enter into a new market and absorb initial set-up costs – how do you manage and control those costs and what do you propose the County do to minimize them? Provide your latest complete and audited certified Financial Statement – attach to your proposal. This attachment does not count against your page count.

Evaluation Criteria: Proposer is able to show they have adequate capacity to take on this proposed work without placing a significant financial strain on their organization. Audited documents support a financially sound organization and sufficiently mature financial organization that meets generally accepted auditing practices and standards. There are no major findings or concerns regarding their financial practices. Ideas to control costs are reasonable and demonstrate experience with similar proposed efforts. It is clear from the submitted audited certified Financial Statement the Proposer has the financial capacity to initiate this program without significant financial stress or major borrowing and is expected to continue operations through the proposed period of this program.

4. Safety is a major consideration in every facet of the Construction area – accidents drive costs and insurance rates – a major concern to both the County and the potential JOC. Provide your lost time history over the last three years (governmental JOC contracts only). Discuss how you prioritize safety for your in house staff as well as for subcontractors. What programs and techniques do you

use to minimize accidents and what steps do you take when there is a lost-time accident?

Evaluation Criteria: Proposer provides lost time information over the last three years from all other governmental JOC-like programs they are currently providing. Proposer's discussion on how to create and maintain a focus on safety programs and training shows experience in a JOC setting. Proposer can provide specific examples of programs and techniques they have used that resulted in a high safety awareness and reduced accident rates.

3.2.2 Building a Team **3 Pages**

20 Points

1. The selection of the Company's Resident Program Manager is the single most important decision the Proposer will make for this effort. Provide us the name of the proposed Resident Program Manager and any other critical team members you are thinking about for this effort and defend your choices by describing the rigorous selection process you would follow to build the team – how many years of direct experience does the proposed Resident Program Manager have? Describe what three critical criteria you would use to choose the most qualified individual to lead your effort in Multnomah County and describe the strategy you intend to employ to ensure you can attract and hold on to your Resident Program Manager for the long term. Describe how you will go about building a cohesive County-JOC team and describe specifically what support will you need from the County to ensure success. **Provide resumes of the key team members** - does not count against your page limit and include as an attachment to your proposal.

Evaluation Criteria: Proposer discusses the criteria they used to find and select a Resident Program Manager, and explains what they considered the three most important criteria used to identify their candidate. Proposer identifies the single most important skill necessary for this critical position based on their experience and can articulate what the Resident Program Manager will need from the County to help ensure a successful introduction to the County of the JOC process. Proposed Resident Program Manager has at least five years of directly relevant experience or if less, can justify the reason they should still be considered experienced. Composition of key team members suggests experience and capacity – the positions are thoughtful and necessary to the success of the proposed work.

2. How will you address the introduction of this new approach to the County personnel? What methods have proven successful and how do you overcome potential concerns and resistance? How do you approach the Unions representing the impacted workforce and what are their likely concerns?

Evaluation Criteria: Proposer demonstrates previous experience by articulating the proven techniques they will employ in introducing, training and "winning over" the workforce. Discussion around concerns and possible resistance demonstrates they have done this before and reasonably are prepared to mitigate issues and minimize difficulties. Proposer has experience working with Unions in a cooperative and productive manner and understands the issues and concerns that are likely to be raised and how to approach these.

3.2.3 SOCIAL EQUITY AND MWESBs **4 pages**

15 Points

1. It is absolutely critical that the JOC selected for Multnomah County be able to meet and exceed the aspirational goals for MWESB firms – see 2.7.9. What goals do you propose to the County, and

explain why your goals are reasonable and can meet our expressed needs. Describe how you intend to go about recruiting MWESBs to enter into a contractual relationship with your firm. What methods will you undertake to market and educate them about the JOC process, new to our area, and what inducements will you make to bring them in as Subcontractors. Describe any innovative or successful measures undertaken to work with MWESB businesses during the past 24 months. Describe any mentoring, technical or other business development services your agency/organization/business provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

Evaluation Criteria: Proposer describes any innovative or successful measures undertaken to work with MWESB businesses on previous projects. Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB businesses, sub-consultants or partners, or will provide in relation to the goods and/or services in this solicitation. Proposer is able to articulate how they will specifically move into the Portland market and conduct outreach. Proposer describes outreach and recruitment efforts to be made or already made to certified State of Oregon MWESB businesses. Proposed goals meet our minimal aspirational goals – proposed goals in excess of those, if supported and reasonable, will earn higher point scores.

2. As one of first JOC Providers in the area, your organization will be looked at very closely when you go under contract for JOC services, by the County and the Community at large. What efforts does your organization make to ensure your workforce and the Subcontractors you employ will reflect the community in which you work? How do you build capacity in your internal workforce to ensure they are culturally responsive and can connect with our community to achieve our subcontracting goals? How do you plan to conduct outreach into our diverse Community to develop relationships? Please describe the economic impacts your organization has to offer in the delivery of this service? How does your agency improve economic impact by incorporating equity values, manage diversity and systematically involve consumers, families and communities in all aspects of policy and service delivery? Stability of your team will be critical to the success of this program - what benefits and opportunities do you offer to help maintain a loyal, positive, productive, innovative, and diverse workforce? How do you approach internal on-the-job training, mentoring, and person specific professional development opportunities that include targeting staff that face the most inequities?

Evaluation Criteria: Provider shows how service delivery will help the client and the community have positive economic impacts. This may include developing an internal workforce that is from the community, providing services and can aid in obtaining job skills, and assisting in building a business community where services are delivered. Proposer demonstrates how equity means providing assistance for individuals in the community even over a limited duration. Proposer shows how the community can become more involved with projects and can offer input on how a project moves forward or how flexible a project can be if an issue arises.

3. Describe in detail how your organization seeks out and includes diverse suppliers, vendors, and Subcontractors in the conduct of your business and supply chain. Please provide specific examples. Please include details of job creation and length of the positions (permanent & temporary), skills training, and goods and services purchased locally for a positive impact on economy.

Evaluation Criteria: The proposer describes efforts, practices, and/or processes to include a diverse vendor pool that reflect the diversity of Multnomah County. We are looking to see if organizations help their

employees, clients, and community have a positive impact through job creation, skills training with an emphasis on long term positions. Details on mentorships and internship programs are encouraged.

3.2.4 PROPOSED ADJUSTMENT FACTORS/COMBINED ADJUSTMENT FACTOR
2 pages and JOC Proposal Pricing Form (See Solicitation Attachment 3) 15 Points

Multnomah County will not pre-select a specific Job Order Contracting Pricing Book – there are several pricing books/solutions available on the market that will meet our basic needs. Each Proposer will specify the JOC pricing book/solution they recommend and make a case for why that particular solution is optimal for the County. Discuss acceptability, ease to update, how it best fits the local environment, ease of learning and other key considerations. If selected, the County will contract separately for the solution recommended by the successful proposer. Limit your recommendations to two pages. This recommendation will not be scored.

Additionally, Proposers will complete the JOC Proposal Pricing Form, see Solicitation Attachment 3 (this form does not count against your page count). This form will require the Proposer to address five types of tasks common in JOC contracts. The average of the five task Adjustment factors will be the element considered for evaluation – the Average Adjustment Factor (AAF). A maximum of 15 points may be earned. The lowest AAF will receive the maximum available points. Higher AAFs will be pro-rated, using a formula as follows.

$$\left[\frac{\text{Proposer's Average Adjustment Factor} - \text{Lowest Average Adjustment Factor}}{\text{Lowest Average Adjustment Factor}} \right] \times 15 \text{ points}$$

= Points subtracted from total possible of 15 points

Example: Proposers AAF = 1.75 Lowest AAF = 1.50

$$\frac{[1.75 - 1.50]}{1.50} \times 15 \text{ points possible}$$
$$= .25/1.50 \times 15$$
$$= 1.66 \times 15 = 2.49 = 2 \text{ points deducted, or } 15 - 2 = 13 \text{ points earned.}$$

Failure to complete the JOC Proposal Pricing Form will result in an earned score of 0 for this area.

3.2.5 RESPONSIBLE BUSINESS PRACTICES
5 Pages 20 Points

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainable innovations. We are focused on the triple bottom line of sustainability: *Environmental Considerations, Social Equity* and *Economic Impact*. The Triple Bottom Line provides a framework for all of us to work together to create a stronger community with the goods and services we oversee. For the purposes of this solicitation, a significant part of Social Equity will be covered in its own area – this area will primarily focus on the other elements of sustainability.

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship along with workplace diversity.

1. Describe how you ensure that your estimation/planning of work Job Orders including the sourcing and use of regionally sourced products will have a positive environmental and economic impact locally?

Evaluation Criteria: Proposer displays an understanding of applying the longer life cycle cost principles and considerations when planning work and recognizes that a focus on only the short term is not in the County's best interests.

2. Multnomah County places a premium on environmental protection and awareness. How will you introduce environmentally sound practices on the job site? Describe your experience in incorporating environmentally positive solutions into your work practices, such as policies around specification for, or substitution of, less toxic chemicals in products such as paints, sealers, wood, sheetrock, and other materials. How do you plan for energy, water, waste conversation in the development of plans and the selection of materials?

Evaluation Criteria: Proposer demonstrates an existing process that automatically considers the trades around products and their toxicity; policies promote the use of less toxic materials even at greater cost. Product knowledge is deep and includes an understanding of the energy, waste and water uses incumbent in every product.

3. Work sites will often involve the tear out of existing structures and then the disposal of material. How do you minimize impacts to existing structures and what efforts can you make for the re-use, re-purpose, and recycling when no other option is available to reuse or repurpose material, and avoid sending materials to the landfill?

reuse (using an item for its intended purpose Example: mantel used as a mantel)
repurpose (an item changes its usefulness Example: a door turned into a bench)
recycling (separating out constituent parts for re-manufacturing)

Evaluation Criteria: Proposer has an established practice to separate out job-site waste streams, using criteria such as reuse, re-purpose and recycling, with a preference on reuse and repurposing over recycling. Every effort is made to limit landfill decisions.

4. There may be some planning necessary to accomplish more involved Job Orders - how do you interact with your in-house planners/architects and the County's to ensure that positive environmental impacts are in the specifications and will be a part of the service delivery and in the function of the project?

Evaluation Criteria: Proposer naturally develops and builds a strong relationship with County's planning/design elements and actively challenges specifications and requirements that increase waste and/or toxic levels at the worksite. Proposer has experience proposing currently available alternatives that are less toxic and more economically defensible.

5. Please describe how your service delivery has positive economic impacts for the communities you are serving? How do your responsible business practices positively impact our community members most impacted by inequities?

Evaluation Criteria: We are looking to see how service delivery will help the client and community have positive economic impacts. This may include developing a workforce that internally that is from the community, providing services that aid in obtaining job skills, and assisting in building a business community where services are delivered. Proposer can demonstrates how the triple bottom line of sustainability which is environment, equity, and economy is improved in the communities where they have provided service.

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS

Joint Proposals will not be accepted for this solicitation.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example:** The RFP proposal response to the program question is limited to a page count of not more than 20 pages. This equates to not more than 10 sheets of paper that are printed on each side, or 20 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages for each section, excluding requested attachments, must not exceed the specified number of pages for that section. If there are more pages than allowed in a section, the pages over the limit will be removed from the proposal before submitting the proposal to the evaluators. Attachments and supporting documents not specifically required by the solicitation will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page. A Maximum page limit of **20** pages applies to this solicitation, with page limitations imposed by section.

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 3.2 – Proposal Questions and Evaluation Criteria. For each item, use the same numbering and letter sequence as found in the solicitation and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable. You do not have to restate the entire question, but use the

question title – example: Question 3.2.3 should be labelled: “3.2.3 Social Equity & MWESBs”, followed by your response.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip that can be easily removed for copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit one 1 original copy of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 125 Portland, OR 97214, **no later than 4:00 p.m.** on the proposal due date. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.**

4.8 MINIMUM REQUIREMENTS

4.8.1 Proposer Representations and Certifications

All Proposers are to submit a **SIGNED** Proposer Representations and Certifications [see Solicitation Attachment 1], and it will not count against the total page limitation. Failure to sign a completed Proposer Representations and Certifications form may result in rejection of the proposal.

4.8.2 At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in rejection of the proposal.

1. The Proposal response must be received by Multnomah County Purchasing no later than 4:00 P.M. local Portland time on the proposal submission deadline.

4.8.3 At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.

1. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).
2. Proposers must submit verification that all required insurance requirements are met.
3. Proposers must complete a Pre-Award Risk Assessment (Section 1.20) if federal funds are used for this procurement.
4. Proposers must be registered with the Oregon Construction Board (CCB).

4.9 PROPOSER CHECKLIST AND SUBMITTALS

Proposer may use the following to help them assemble their proposal. It includes the preferred arrangement of required documentation and provides a source in the solicitation to show where the requirement derives from.

Item :	Description	Page Referenced
1	<i>Signed Proposer's Representations and Certifications</i> Use as cover page for your proposal	Solicitation Attachment 1
2	Proposal – Limited to 20 pages	See 3.2
3	<i>JOC Proposal Pricing form</i>	Solicitation Attachment 3
4	<i>Cooperative Purchasing Vendor Agreement</i>	Solicitation Attachment 7
5	<i>Certified Audited Financial Statement</i>	See 3.2.1 - 1
6	<i>Resumes of key Personnel</i>	See 3.2.2

Page is Intentionally Blank

**SOLICITATION ATTACHMENT 1
PROPOSER REPRESENTATIONS AND CERTIFICATIONS**

**FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE
SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____ City, State, Zip

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S. Corporation Non-Profit Government
 Other: _____

OREGON MWESB CERTIFICATION NUMBER: _____
 Minority Owned Woman Owned Emerging, Small N/A

ASSURANCES - The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);
5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
6. The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

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

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

SOLICITATION ATTACHMENT 2

SAMPLE CONTRACT

At the time of RFP Release, a draft contract format has not been finalized and will be posted to the website and added to the RFP via addendum at a later date.

SOLICITATION ATTACHMENT 3

JOC Proposal Pricing Form

Item	Item Description	Coefficient
1.	Non-Pre-Priced Tasks	
2.	Pre-Priced Tasks – Normal Hours/Controlled Environment	
3.	Pre-Priced Tasks – Other than Normal Hours/Controlled Environment	
4.	Pre-Priced Tasks – Normal Hours/Uncontrolled Environment	
5.	Pre-Priced Tasks – Other than Normal Hours/Uncontrolled Environment	
Average Adjustment Factor (Basis of Price Proposal Evaluation)		

This form must be completed by the Proposer and submitted with their proposal. Failure to complete the form and attach to the proposal will result in a Pricing score of "0".

SOLICITATION ATTACHMENT 4

FACILITIES LISTING OF CANDIDATE JOC SERVICES

These services are bought annually, through a variety of contractual methods. Amount spent annually is shown in right column. When a service is repeated, it shows we purchased these services from more than one vendor.

SERVICE TYPE	ANNUAL EXPENDITURES
ABATEMENT SERVICES	\$100,000.00
ABATEMENT SERVICES	\$60,000.00
ABATEMENT SERVICES	\$60,000.00
AIR FILTER REPLACEMENT AND COIL CLEANING	\$50,000.00
ALARM MONITORING 101434 REV	\$30,000.00
ALARM PARTS AND SUPPLIES	\$50,000.00
ALARM SYSTEMS PARTS AND SERVICE	\$75,000.00
ALARM SYSTEMS PARTS AND SERVICE 101527	\$50,000.00
ARBORIST SERVICES COUNTY-WIDE	\$75,000.00
ARBORIST SVCS	\$5,963.83
ARCHITECTURE WESTERN SS - FPM	\$25,000.00
ARCHITECT SERVICES SVCS FOR COURT FACILITIES	\$60,000.00
ARCHITECT SERVICES SVCS FOR GENERAL USE	\$62,741.43
ARCHITECT SERVICES SVCS FOR HEALTH FACILITIES	\$27,693.00
ARCHITECT SERVICES SVCS FOR LIBRARY FACILITIES	\$92,951.28
ARCHITECTS ROCKWOOD CHC	\$15,100.00
ARCHITECTURE	\$505,200.00
ARCHITECTURE DESIGN SERVICES FOR ROCKWOOD CHC	\$24,826.00
ASPHALT PROJECT	\$29,909.00
BOILER MAINTENANCE SVCS AS REQUIRED	\$22,260.61
BUILDING CONTROLS & AUTOMATION SYSTEM (QSA and parts/labor)	\$360,624.71
CHILLER MAINTENANCE/REPAIR SERVICES V2	\$190,000.00
CONSTRUCTION	\$10,525,377.00
CONSTRUCTION BOATHOUSE STEEL HINGE	\$15,600.00
CONSTRUCTION BRIDGE SHOP	\$182,500.00
CONSTRUCTION GENERAL	\$125,000.00

CONSTRUCTION GENERAL	\$366,666.67
CONSTRUCTION GENERAL	\$91,306.00
CONSTRUCTION INTERIOR REMODEL	\$499,850.00
CONSTRUCTION REMODEL	\$186,888.00
CONSTRUCTION SVCS (GENERAL)	\$83,333.33
CONSTRUCTION SVCS (GENERAL)	\$50,000.00
DISASTER RESTORATION SVCS	\$50,000.00
DOOR MAINTENANCE INT & EXT OVERHEAD	\$30,000.00
DOOR PRODUCTS AND SERVICES	\$30,000.00
DOORS INTERIOR SECURITY UPGRADES	\$29,500.00
DOOR REPAIR (INTERIOR MECH DR MAINT/REPAIR)	\$92,411.09
DUCT CLEANING SERVICES	\$40,000.00
DUCT CLEANING SERVICES	\$100,000.00
DUCT CLEANING SERVICES	\$10,000.00
ELECTRIC MOTOR SALES & REPAIR RX101180	\$30,000.00
ELECTRIC MOTOR SALES & REPAIR RX101180	\$30,000.00
ELECTRIC MOTOR SALES & REPAIR RX101180	\$30,000.00
ELECTRICAL AND LOW VOLTAGE SERVICES	\$500,000.00
ELECTRICAL SERVICE TITLEWAVE BS	\$3,288.60
ELECTRICAL SERVICES	\$950,000.00
ELECTRICAL SERVICES	\$950,000.00
ELECTRICAL SERVICES	\$752,659.08
ELECTRICAL SERVICES	\$83,333.33
ELEVATOR MAINTENANCE AND REPAIR SERVICES	\$270,000.00
ENVIRONMENTAL CONSULTING ENERGY SAVINGS PERFORMANCE CONTRACT	\$13,600.00
ENVIRONMENTAL CONSULTING SERVICES	\$300,000.00
ENVIRONMENTAL CONSULTING SERVICES	\$20,000.00
ENVIRONMENTAL CONSULTING SVCS	\$276,314.83
FENCING MATERIALS AND INSTALL	\$30,000.00
FIRE EXTINGUISHER & HOOD SUPPRESSION M&R	\$30,000.00
FLOOR SEALING YEON SHOP	\$44,615.00
FLOORING	\$375,000.00
FLOORING & CARPETING	\$150,000.00
FLOORING AND REMODEL	\$95,632.00
FLOORING SERVICES, ON-CALL	\$30,000.00

FUEL SYSTEMS MAINTENANCE AND REPAIR SVCS	\$30,000.00
FURNITURE, SVCS, & STORAGE	\$62,500.00
GENERATOR MAINTENANCE & REPAIR SVCS	\$3,000,000.00
GLASS AND GLAZING SERVICES	\$30,000.00
HAZMAT ER RESPONSE SERVICES	\$50,000.00
HEAT PUMPS FURNISH & INSTALL	\$70,000.00
HVAC INSTALL	\$13,500.00
HVAC REPAIR	\$75,000.00
HVAC REPAIR	\$75,000.00
HVAC SERVICES	\$83,333.33
INCINERATOR MAINTENANCE	\$30,000.00
LIGHTING DESIGN & CONSULTING - 101164	\$30,000.00
LIGHTING FIXTURES, LAMPS AND BALLASTS	\$75,000.00
LIGHTING MAINTENANCE	\$95,997.16
MASONRY SERVICES	\$30,000.00
METAL FABRICATION - 101427	\$30,000.00
MOTOR CONTROL PANEL SVCS - 101409	\$30,000.00
MOVING & FURNITURE CONFIGURATION SERVICES	\$375,000.00
MOVING & FURNITURE CONFIGURATION SERVICES	\$4,000.00
MOVING SERVICES	\$0.00
MOVING&FURNITURE CONFIGURATION SERVICES	\$6,000.00
PAINTING EXTERIOR	\$12,345.00
PAINTING RESIDENTIAL EXTERIOR BLDG	\$19,987.00
PAINTING RESIDENTIAL EXTERIOR BLDG	\$948.00
PAINTING SERVICES, ON-CALL EXTENSION	\$100,000.00
PAINTING SVCS ON-CALL	\$50,000.00
PAVING	\$15,140.00
PEST MANAGEMENT SERVICES - BIRD/BED BUG	\$175,000.00
PLUMBING MAINTENANCE & REPAIR	\$620,489.74
PLUMBING SUPPLIES_ST OF WA 02910	\$25,000.00
PRESSURE WASHING	\$23,760.50
PRESSURE WASHING & GRAFFITI REMOVAL	\$9,609.14
PRESSURE WASHING SERVICES	\$30,000.00
PRINTING SERVICES-ARC	\$50,000.00
PUMP AND MOTOR REPAIR AS NEEDED	\$22,243.63
REFRIGERATION MAINTENANCE & REPAIR	\$30,000.00

RIGGING AND TRANSPORTATION SERVICES	\$26,250.00
RIGGING AND TRANSPORTATION SERVICES	\$30,000.00
RIGGING AND TRANSPORTATION SERVICES	\$30,000.00
RIGGING AND TRANSPORTATION SERVICES	\$27,105.00
ROOF AND GUTTER CLEANING SERVICES	\$30,000.00
ROOF MAINTENANCE GREEN ROOF	\$10,836.00
ROOF MAINTENANCE ON-CALL	\$100,000.00
ROOFING RESURFACING	\$70,305.00
ROOFING SUPPLIES & SVCS - TREMCO/WTI	\$166,666.67
SHREDDING SERVICES	\$266,666.67
SNOW REMOVAL AS NEEDED	\$140,126.84
SNOW REMOVAL SERVICES	\$75,000.00
SWEEPING	\$30,000.00
UPS MAINTENACE AND REPAIR GENERIC	\$166,666.67
UPS UNINTERRUPTABLE POWER SYSTEM MAINTENANCE	\$100,000.00
UPS EATON UPS SERVICES	\$100,000.00
VACUUM & PUMP TRUCK SVCS-Storm Water Catch Drain	\$83,333.33
WATER TREATMENT EXT	\$12,000.00
WATER TREATMENT SERVICES.	\$50,000.00
WATERPROOFING	\$30,000.00
WELDING AND FABRICATION SERVICES	\$320,000.00
WINDOW FILM	\$30,000.00
WINDOW REPLACEMENT	\$87,614.00
WINDOW TREATMENTS	\$30,000.00

SOLICITATION ATTACHMENT 5

OPTIONAL JOC WORK – WEATHERIZATION

The work contemplated under this option pertains to minor alterations; ordinary repair and/or ordinary maintenance necessary to preserve or upgrade the energy efficiency of privately owned residences and multi-family facilities that are eligible to participate in the Weatherization program. Weatherization tasks including providing or increasing insulation, heating, and related services with the aim to help income-eligible residents save energy through conservation measures. By increasing energy savings, we expect consumers to see a decrease in utility bills, which allows them more money for other needs. Experience with and an understanding of Federal Low Income Weatherization programs will be important, as well as familiarization with the Community Action Centers (Lane and Clackamas Counties) and the Green & Healthy Home Initiative before undertaking this opportunity area.

Work would be at various sites throughout the County as determined necessary by the Department of County Human Services, Community Services Division, Weatherization Office. These tasks might include, but are not limited to:

- Insulation
- Electrical repairs
- Furnace repairs for homeowners
- Plumbing repairs
- Other comparable tasks as determined by the Weatherization Office

This option would, under no circumstances, be exercised until the JOC process has been introduced to and used by Facilities. If the concept has been successfully piloted, and with Board approval, the JOC will be invited to discuss expanding their JOC services to include this area of work. The JOC is not required to accept expansion of the JOC concept to this area nor has the program made a determination to seek expansion. If it is offered and accepted by the JOC, and presuming successful negotiations by the parties, the work under this area would be added to the existing JOC contract, with appropriate expansion of the selected price book to include some or all of the above tasks. The County intends to offer these services cooperatively subject to Oregon Revised Statute limitations.

SOLICITATION ATTACHMENT 6

OPTIONAL JOC WORK – TRANSPORTATION

The work contemplated under this option pertains to various tasks including minor alterations; ordinary repair and/or ordinary maintenance necessary to preserve public improvements on an as needed basis at various sites throughout the County as determined necessary by the Department of Community Services, Transportation Division. These tasks might include, but are not limited to:

- Non-structural concrete work including sidewalks, curbs and other structures
- Flagging and other traffic control work
- Utility repair and construction
- Grading
- Paving
- Drainage work
- Painting of structures
- Painting on roads and streets
- Application of traffic signage
- Other comparable tasks as determined by the Transportation Division

This option would, under no circumstances, be exercised until the JOC process has been introduced to and used by Facilities. If the concept has been successfully piloted, and with Board approval, the JOC will be invited to discuss expanding their JOC services to include this area of work. The JOC is not required to accept expansion of the JOC concept to this area nor has the program made a determination to seek expansion. If it is offered and accepted by the JOC, and presuming successful negotiations by the parties, the work under this area would be added to the existing JOC contract, with appropriate expansion of the selected price book to include some or all of the above tasks. The County intends to offer these services cooperatively subject to Oregon Revised Statute limitations.

SOLICITATION ATTACHMENT 7

COOPERATIVE PURCHASING VENDOR AGREEMENT

4000004254 JOB ORDER CONTRACTING

At the conclusion of the pilot project period, and with Board of County Commissioners approval, other public agencies may establish contracts or price agreements directly with the awarded JOC under the terms, conditions and prices of the original contract as established from this RFP, pursuant to ORS 279A.215 and Multnomah County's Public Contracting Review Board procurement rules.

Any such purchases shall be between the JOC and the participating public agency and shall not impact the Contactor's obligation to Multnomah County. Any estimated purchase volumes listed herein do not include other public agencies and Multnomah County makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

Complete the following and attach this to your proposal -

Will your company extend pricing and terms to other public agencies? – Select one	
<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

NAME OF PROPOSER: _____

POSITION/TITLE OF PROPOSER: _____

SOLICITATION ATTACHMENT 8

MULTNOMAH COUNTY FACILTIES SPECIFICATION STANDARDS – Revised April 2014

A pdf copy of this document will be available as a separate document on the Multnomah County Purchasing website (www.multcopurch.org) for review or downloading – it is 125 pages

SOLICITATION ATTACHMENT 9

PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

A pdf copy of this document will be available as a separate document on the Multnomah County Purchasing website (www.multcopurch.org) for review or downloading

It can also be found at:

www.boli.state.or.us

The wage rates and amendments in effect at the time this project is advertized are the rates that shall apply for the duration of the work

**PERMIT CITATION ATTACHMENT 10
Clearance Form for Access to
Restricted Areas/Buildings**



Multnomah County Sheriff's Office

501 SE HAWTHORNE BLVD., Suite 350 • Portland, OR 97214

Exemplary service for a safe, livable community

DANIEL STATON
SHERIFF

503 988-5379 PHONE

RECORDS CHECK AUTHORIZATION

TYPE OR PRINT CLEARLY: *Fill in all spaces - Incomplete Forms Will Not Be Processed.*

NAME: _____ / _____ / _____
LAST FIRST MIDDLE

OTHER NAMES USED: _____
LIST ALL OTHER NAMES USED, INCLUDING AKA'S, GURNAMES, ETC.

CURRENT ADDRESS: _____ / _____ / _____
CITY STATE ZIP

PHONE 1: _____ PHONE 2: _____ EMAIL ADDRESS: _____

CURRENT OCCUPATION _____ EMPLOYER & PHONE _____

SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE _____ / _____ / _____
State License Number Exp Date

DATE OF BIRTH: _____ / _____ / _____ PLACE OF BIRTH: _____ / _____ / _____
CITY STATE COUNTRY

A - Asian B - African American H - Latin American
 I - American Indian/Alaskan Indian O - Other W - Caucasian

RACE: _____ SEX (Circle One): MALE or FEMALE
 EYE COLOR: _____ HAIR COLOR: _____ HEIGHT: _____ WEIGHT: _____

REASON FOR REQUESTING ACCESS & WORK YOU WILL BE DOING: _____

LIST ALL CRIMINAL CONVICTION'S OR JAIL/PRISON TIME BELOW (Use Back of form if needed)

CHARGES	DATE	CHARGES	DATE

I hereby authorize the Multnomah County Sheriff's Office to conduct a criminal history records check prior to consideration for employment or association with this agency for official business. I understand and agree that a record of convictions, pending criminal court actions, submitting false information may exclude me from employment consideration or association with the Multnomah County Sheriff's Office. Also I must report any criminal conviction occurring after an approved records check to the Facility Access Coordinator. I further understand that I will be held accountable to the zero-tolerance standard set in the Prison Rape Elimination Act 2003 (PREA).

I HEREBY AFFIRM THE ABOVE INFORMATION IS TRUE: *Signature* _____ *DATE:* _____

MANAGER/SUPERVISOR REQUESTING RECORDS CHECK: Must Be Signed by Facilities Management

PRINT NAME: _____ JENNIFER TOMASKO _____ TITLE & CONTACT#: FACILITIES MGMT 503-988-3461 _____

SIGNATURE: _____ FAX: **503-988-5643**

- Request:**
- MCSO ID (Non Escorted)
 - MCSO VISITOR ID (Escort Required)
 - CJIS SECURITY ACCESS
 - SPECIAL FM PROJECT (BLUE)
 - NO JAIL (YELLOW)
 - MCSO CONTRACTOR (Escort Required)