

BAKER COUNTY, OREGON



REQUEST FOR PROPOSALS

FOR

Mason Dam Hydroelectric Project

Date of Issue: August 9, 2019

Closing Date and Time: September 27, 2019 at 4:00PM

Single Point of Contact: Jason Yencopal, Emergency Management Director

**Address: Baker County Courthouse
1995 Third Street
Baker City, OR, 97814**

Phone : 541.523.9669

Fax: 541.523.8201

E-mail: [jyencopal@bakercounty.org](mailto: jyencopal@bakercounty.org)

REQUEST FOR PROPOSALS & QUALIFICATIONS

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: BACKGROUND, OVERVIEW, GOALS

SECTION 3: STATEMENT OF WORK

SECTION 4: ADMINISTRATIVE INFORMATION

ATTACHMENTS

Attachment A: Contract Terms and Conditions

Attachment B: Proposed Project Schedule

Attachment C: Evaluation Criteria

Attachment D: Consultant Response



BAKER COUNTY, STATE OF OREGON

Issued by:

Baker County, State of Oregon
1995 Third Street
Baker City, OR 97814

For Design-Build New Construction Services

SECTION 1: INTRODUCTION

- 1.1. Baker County (hereinafter referred to as County) requests proposals from firms qualified to provide professional services from Design-Build Contracting, Design-Build-Operate-Maintain (DBOM), Engineering firms, etc. (hereinafter referred to as Consultant) to provide Design-Build services as well as financing for construction of a hydroelectric project. The purpose of this Design-Build contract is to provide a renewable energy facility that reduces the need to use fossil fuels for energy production. The project is “run of river/release”, which will use the water released for irrigation by Baker Valley Irrigation District from the water stored in Phillips Reservoir (also known as Phillips Lake) to generate power. Mason Dam is owned by the Bureau of Reclamation and operated by the Baker Valley Irrigation District.

The selected firm will provide engineering as well as consultant services for the project in accordance with the general scope of services outlined below and with the specific scope of services to be prepared by the Consultant and submitted with Consultant’s proposal. Respondents may use this outline as a guide for organizing a scope of work within a proposal, but are encouraged to expand upon, refine, or suggest alternative approaches based upon their past experiences with other successful projects of similar nature. The County reserves the right to negotiate any details of the proposals with all respondents.

The Consultant is required to provide guarantees for long-term life-cycle and economic performance, and Guaranteed Maximum project costs. Pricing will be open-book with all costs, markups and margins fully disclosed. Because this project is to provide a turn-key (or other suggestions offered by consultant, ie. DBOM) solution, the selected consultant under this solicitation will also become the Design-Build Contractor, subject to conditions of **1.2 Construction/Implementation Phase**, for the delivery of the entire project, if the design and cost are acceptable to the County. Upon completion of the Construction/Implementation Phase the County may elect to enter into a contract to operate and maintain the hydroelectric project.

The County is using these methods of procurement because they offer the potential of the lowest-cost financing and provide the public with the best possible facility at the lowest achievable life-cycle cost and highest financial return.

Design-Build Firms, General Contractors and Energy Service Companies with appropriate Oregon credentials as specified in Sections 3 & 4 are encouraged to respond to this RFP.

1.2. The entire process consists of three phases.

RFP Phase: Through this RFP, the County will select a turn-key (or other suggestions offered by consultant, ie. DBOM) design-build contracting firm based on written submissions, interviews, overall qualifications, and a cost proposal for all phases.

Facility Investment-Grade Project Design & Project Development & Modeling Phase: The selected Consultant, with County input, will assemble, coordinate and manage the architectural, engineering, mechanical design, and finalize financing for the hydroelectric project.

The selected Consultant will develop detailed criteria for project structure and components and will describe the construction project with sufficient detail showing the County exactly what the cost estimate represents. This will at a minimum include a conceptual design layout identifying the powerhouse location, tailrace area, and transmission/interconnection. Sketches and description of the turbine/generator capacity and type, control and switchgear requirements, tailrace requirements, and transmission/interconnection will be needed to submit to BOR and FERC.

The selected Consultant will provide the cost of the entire project to the County and will provide a guaranteed maximum price on the construction cost of the entire facility, including site improvements, and power purchase issues. The selected Consultant shall develop a qualification-based process to competitively bid and select sub-contracted construction and professional services work utilizing – where practical and feasible – Baker County contractors and sub-contractors. This process shall meet the approval of the County.

The selected Consultant will be responsible for full coordination and communication regarding building construction with the design team and the County and for the full and proper implementation of the design through construction, commissioning, facility staff training and possible ongoing O&M. This phase may include preliminary project design development sufficient for investment-grade project Guaranteed Maximum pricing and project scope. Guaranteed Maximum pricing is a “not to exceed” price to execute the project. It is based on investment-grade estimates and includes contingencies for occurrences and preliminary estimates beyond the power of the Consultant. The County will only pay the actual costs to execute – all unused contingencies or construction surpluses will be returned to the County. The guaranteed maximum should contain escalation factored on an annual basis.

Construction/Implementation Phase: Upon satisfactory results of the Facility Investment-Grade Project Design & Project Development & Modeling Phase, and at the option of the County, the County may enter into a contract with the Consultant to provide turn-key (or other suggestions offered by consultant, ie. DBOM) contracting services for the Design-Build County hydroelectric project. The successful Consultant will be responsible for the remaining construction-grade design work. Followed by the turn-key (or other suggestions offered by consultant, ie. DBOM) implementation (construction through full commissioning and beyond as agreed to by the County) of the entire project.

- 1.3. The County may reject any submittal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all submittals on a finding of the County that it is in the public interest to do so. The County has the sole discretion to reject any or all submittals. The County is not liable for any costs incurred by consultants replying to this RFP or in any presentations or report that may be required during the selection process.

SECTION 2: GOALS, OVERVIEW, BACKGROUND

- 2.1. County seeks to maximize energy, operational, and related revenue generation from the sale of electricity.
- 2.2. Professional services, capital improvements, and all construction costs may be financed through bonds, tax-exempt municipal lease, DBOM (Design-Build-Operate-Maintain) contracts or other means provided by this contract under which the County:
 - May receive favorable financing and credits for high-performance construction.
 - Achieves a guarantee for revenue generation and avoided cost savings.
- 2.3. In an initial feasibility assessment, the Mason Dam hydroelectric project was sized at a 3 MW plant. Baker County received the FERC license on September 6, 2016 and the project number is P-12686. The complete cost of this project (including finance charges and ongoing O&M) must be paid for from the sale of power, with a finance term of not greater than 20 years.

The County intends to construct a renewable energy hydroelectric plant that is an innovative facility with an integrated design approach. The following project and design features are being considered:

- Integrated partnership that benefits the County.
- Long-term sale of “green” energy to utility
- Innovative designs

Baker County supports and recognizes the need for alternative renewable energy. Hydropower is one alternative available to meet power needs without increasing the use of fossil fuels. The County has an opportunity to utilize an untapped source for renewable energy production.

SECTION 3: REQUIRED SYSTEMS AND SERVICES CAPABILITIES (STATEMENT OF WORK)

- 3.1. Consultant will provide qualifications that provide the County information from past and possibly current design-build (or DBOM) construction projects valued around five million dollars (\$5,000,000), working in the following states: OR, ID, MT, UT, CO, NM, AK, AZ, CA, HI, NV, or WA, and have had any experience working with the Department of Energy is preferred. Consultants shall provide names, contacts, size and verification that the project was done by the Consultant and not by a parent company.
- 3.2. Consultant must provide an open-book pricing methodology that includes a cost-plus, fixed

fee, or markup to a Guaranteed Maximum price. This open-book cost-plus process must be maintained throughout the life of the project. Consultant must provide examples of this fee base in submission.

- 3.3. Consultant must provide evidence of financial stability and capability to fund and/or guarantee all costs associated with its submission.
- 3.4. Services may include but are not limited to the following:
 - Modeling revenue generation and operational payback and assessing cash flow generated
 - Project development plan, including financial analysis
 - Professional services/sub-consultant
 - Design management services utilizing an integrated design process
 - Preliminary or pre-design documents
 - Site selection, plant size, key equipment, etc.
 - ROM estimates for cost of construction (including time-sensitive material and labor escalation rates)
 - Total Cost of Ownership analysis, including clear performance benchmarks and financial payback requirements
 - Identify and confirm power purchase agreements – timeline, steps, permitting process, application cost, substation/interconnection requirements, etc.
 - Preliminary cost and requirements for grid connection
 - Identify contractual requirements, including identifying the public/private relationship (DBOM, etc.)
 - Financial engineering plan, including recommendations and identification of funding process, method, options, etc.
 - Identification of other performance requirements
 - Pre-design and design development and construction timeline
 - Project cost estimates, pricing, breakdown and structure
 - Assistance in pursuing grants or other funding strategies
 - Full commissioning as related to design process and documents
 - Site construction staging plan
 - Complete design documents to construction-grade level
 - Equipment procurement and purchasing
 - Sub-contractor selection
 - Construction/installation
 - Construction management & site supervision
 - Hazardous waste disposal and construction waste recycling
 - Water licensing and permitting
 - Full commissioning
 - Training and ongoing O&M

SECTION 4: ADMINISTRATIVE INFORMATION

4.1. **RFP Phase**

- 4.1.1. **Site Visits:** Prior to the due date of submissions, the County will host a voluntary meeting for all Respondents/Consultants who will submit.
- 4.1.2. Any modifications to the RFP resulting from the site visit will be provided on the Baker County web site under the link for Mason Dam (www.bakercounty.org). Statements made by the County or its representatives at the site visit are not binding on the County unless confirmed by written Addendum.
- 4.1.3. Contact the following person for site visit details:
- Name: Jason Yencopal, Emergency Management Director
Phone: (541) 523-9669
Fax: (541) 523-8201
E-mail: jyencopal@bakercounty.org
- 4.1.4. **Submission of Written Response:** Submissions must be prepared as described in Attachment D: Consultant Response. All material submitted regarding this RFP becomes the property of County. If any part of this RFP is revised, an addendum notice will be placed on the Baker County web site under the Mason Dam link. A submission in response to this RFP shall constitute a binding offer.
- 4.1.5. **Submission Review:** County will establish a project evaluation team to review and evaluate the written responses to this RFP in accordance with the evaluation criteria identified in Attachment C: Evaluation Criteria. Consultants are required to disclose fees, markups & margins for each category and provide a description of the intended pricing methodology. Cost analysis will be used to evaluate markups for reasonableness. References are required from at least two (2) prior clients addressing the Consultant's performance in Design-Build projects. The County reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the County.
- 4.1.6. **Interviews and Final Selection:** Respondents may be selected to participate in an interview with the project evaluation team to fully discuss how its approach to this project satisfies the evaluation criteria and to answer questions. All persons with major responsibility for the project's contract negotiation, design, construction management and follow-up monitoring should be present at the interview. Based on results from the written responses to the RFP and the oral interviews, selection of the top-ranked Consultant will be made and the next phase will begin.

4.2 **Facility Investment-Grade Project Design & Project Development & Modeling Phase:**

Analysis of Operational & Financial Processes

Specified On Page 2, 1.2: County intends to enter into a contract for the Analysis of the Operational, and Project Development (Design) & Implementation (Build/Construction)

Plan. The Consultant & Integrated Design Team will work with the County to finalize preliminary systems, building and site design, select sub-contractors, finalizing any unfinished steps for the financing package, complete all the requirements for the license, and provide a Guaranteed Maximum cost to the County for a turn-key project (or other suggestions offered by consultant, ie. DBOM). Pre-design work sufficient to establish the investment-grade costs will be part of this phase.

4.3. Construction/Implementation Phase

Development of a Design-Build Contract: Following successful completion of the Facility Investment-Grade Project Design & Project Development & Modeling Phase and solely at the County's option, the County may enter into a Design-Build Contract to implement the Mason Dam hydroelectric project. This phase will include the completion of the remaining design work to construction-grade level followed by the turn-key (or other suggestions offered by consultant, ie. DBOM) construction and implementation of the project, including all commissioning and transitional services such as training, etc.

4.4. Other RFP Issues

4.4.1 **Inquiries:** Respondents may make written, e-mail, web based, or fax inquiries concerning this RFP to clarify requirements prior to the date indicated in Attachment B: Proposed Project Schedule. All inquiries and answers will be shared with all Respondents, on the Baker County web site under the Mason Dam link.

Send all inquiries to:

Name: Jason Yencopal, Emergency Management Director
Phone: (541) 523-9669
Fax: (541) 523-8201
E-mail: jyencopal@bakercounty.org

4.4.2 **Modification or Withdrawal of Submissions:** Submissions may be modified or withdrawn by the Consultant and must be clearly labeled "Bid Modification" or "Bid Withdrawal" prior to the established closing/due date and time.

4.4.3 **Acceptance of RFP Terms:** A submission in response to this RFP shall constitute a binding offer. The signature of a Consultant shall indicate acknowledgment of this condition. Consultant must identify clearly and thoroughly any variations between its submission and the RFP, including contract terms and conditions. Failure to do so shall be deemed an acceptance of the County's terms and conditions and a waiver of any right to modify any terms, except as outlined or specified in the RFP.

4.4.4 **Confidential/Proprietary Information:** Oregon's Inspection of Public Records as found in ORS 192.311 to 192.478 grants every person the right to inspect any public record of a public body in this state. A public record includes any writing (handwritten, typewriting, symbols, etc.) that contains information relating to the public's business. ALL, OR MOST, OF THE INFORMATION CONTAINED IN

YOUR RESPONSE TO THIS RFP MAY BE CONSIDERED A PUBLIC RECORD AND SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

- 4.4.5 **Acceptance of Submission Content:** The contents of the submission (including persons specified to implement the project) of the successful Consultant will become contractual obligations. Failure of the successful Consultant to accept these obligations in a contract, or similar authorization acquisition document, may result in cancellation of the award.
- 4.4.6 **Certification:** Each person signing the submission certifies that: S/He is the person in the Consultant's organization responsible for the decision as to the prices being offered herein and that s/he has not participated, and will not participate, in any action contrary to the above; or S/He is not the person in the Consultant's organization responsible for the decision as to the prices being offered herein but that s/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent does hereby so certify; and s/he has not participated, and will not participate, in any action contrary to the above.
- 4.4.7 **Protest:** If a proposer wishes to object any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office. The protest must include all grounds for the protest and all supporting evidence, in the form of documents, affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of request for proposals must be filed before solicitation closing/due date and time. County will notify all proposers of intent to award five (5) days before contract takes affect. All protests regarding contract award must be filed before contract takes affect.
- 4.4.8 **Board Certification:** The County will not receive or consider an offer unless the offeror is registered with the Construction Contractors Board.
- 4.4.9 **Non-discrimination:** The Consultant must provide certification of non-discrimination in obtaining any required subcontractors in accordance with ORS 279.110(4).

ATTACHMENT A: CONTRACT TERMS AND CONDITIONS

Key elements for each phase of the project will, at a minimum, include the following:

Facility Investment-Grade Project Design & Project Development & Modeling Phase:

1. **Modeling and Life-Cycle Analysis/Project Development Plan:** The Consultant's proposed work under the Facility Preliminary Design & Project Development & Modeling Phase must include the performance and presentation of results from a detailed performance analysis of acceptable quality to the County. Costs associated with modeling, cost estimate, preliminary design, financial performance and providing a development plan shall be included in the Project Analysis Report and Project Development Plan Agreement. If the County decides not to enter into a Design-Build contract after the final performance analysis report and project development plan has been prepared, the County agrees to pay the cost of the modeling and preparing the project development plan in accordance with the contract terms and conditions. The analysis model must include estimates for cost of ownership. These calculations must be in net-present dollars. Also, the cost estimate for each measure must include an estimate of all costs, including design, engineering, installation, maintenance, repairs, replacement and annual payments.

The following items may be included in the project development & planning portion of the agreement:

- a. Modeling the project 30-50 year Life-Cycle, revenue generation and operational payback and assessing cash flow generated
- b. Project development plan, including financial analysis
- c. Professional services/sub-consultant
- d. Design management services utilizing an integrated design process
- e. Preliminary or pre-design documents
- f. Site selection; plant size, key equipment, etc.
- g. Total Cost of Ownership analysis, including financial payback
- h. Power purchase agreements – timeline, steps, permitting process, application cost, substation requirements, etc.
- i. Interconnection agreements – application costs, County's equipment, substation requirements and costs, any equipment the County needs to obtain, etc.
- j. Complete financial plan.
- k. Identification of other performance requirements
- l. Pre-design and design development and construction timeline
- m. Project cost estimates, pricing, breakdown and structure
- n. Assistance in pursuing grants and other funding strategies
- o. Work with agencies to insure licensing of project – ODEQ (401), WRD (water right),

The following items and contract terms may be negotiated:

- a. Annual utility, energy, fuel and operational escalation rates;
- b. Interest or subsidized financing rates;
- c. Use of new donated, used or uninstalled equipment or materials (County's option)

Some cost savings may be obtained through the ability of the County to do some of the work with assistance from the Consultant.

Any cost savings will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the County.

2. **Use of Stated Cost Markups & Margins:** The pricing methodology and individual cost markups provided in a submission will be the maximum markups or margins to be used in any subsequent technical analysis or Design-Build contract, providing the scope and size of the project remain similar. Cost markups and margins in a submission cannot be increased in a subsequent contract.
3. **Professional Architect/Engineer Involvement:** A registered architect and professional engineers can be contracted by the Consultant – with the County's approval – to produce design and construction documents for the hydroelectric project. The Consultant is responsible for working with this design team utilizing an integrated design process that would provide review of Design-Build work. The design team must be involved throughout the process of modeling, design, construction, installation and commissioning.
4. **Insurance:** Prior to the commencement of work, the Consultant must provide to the County evidence of insurance for both the construction and operations phases of the project. This statement should indicate that the firm can and will obtain insurance coverage required by the County. If the consultant is unable to provide this coverage, the consultant must describe the insurance coverage that can be provided, and explain why the County's preferred coverage cannot be provided.

Baker County's required insurance coverage is described below.

Consultant shall, at its own expense, and at all times during the term of this contract, maintain in force:

A comprehensive or commercial general liability insurance policy including coverage for contractual liability for obligations assumed under this contract.

A professional errors and omissions liability insurance policy

A comprehensive automobile liability insurance policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act, with minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

Professional liability coverage may be provided on “claims made” basis. All other insurance must be on “occurrence” basis.

County must be named as an additional insured under liability insurance policies provided by consultant, except for professional errors and omissions liability insurance.

Certificates of insurance acceptable to County must be filed with county prior to the commencement of any services by consultant. Each certificate must state that coverage afforded under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to County. A certificate which states merely that the issuing company “will endeavor to mail” written notice is unacceptable.

DESIGN-BUILD CONTRACT

Construction/Implementation Phase

1. Consultant agrees to construct [describe project] and County agrees to pay the sum of _____ DOLLARS (\$_____.00) upon successful completion of required benchmarks as defined in this contract. **Note: Benchmarks and Payment Schedule must be negotiated between the parties and made terms of this contract.**
2. **Contract Term:** The contract term will be determined between the chosen Consultant and the County based on payback and negotiations.

Insurance: Prior to the commencement of work, the Consultant must provide to the County evidence of insurance for both the construction and operations phases of the project. This statement indicating that the firm can and will obtain insurance coverage required by the County. If the consultant is unable to provide this coverage, the consultant must describe the insurance coverage that can be provided, and explain why the County’s preferred coverage cannot be provided.

Baker County’s required insurance coverage is described below.

Consultant shall, at its own expense, and at all times during the term of this contract, maintain in force:

A comprehensive or commercial general liability insurance policy including coverage for contractual liability for obligations assumed under this contract.

A professional errors and omissions liability insurance policy

A comprehensive automobile liability insurance policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act, with minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

Professional liability coverage may be provided on “claims made” basis. All other insurance must be on “occurrence” basis.

County must be named as an additional insured under liability insurance policies provided by consultant, except for professional errors and omissions liability insurance.

Certificates of insurance acceptable to County must be filed with county prior to the commencement of any services by consultant. Each certificate must state that coverage afforded under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to County. A certificate which states merely that the issuing company “will endeavor to mail” written notice is unacceptable.

3. **Open Book Pricing:** Open book pricing will be required, such that the Consultant will fully disclose all costs, including all subcontractor and vendor costs. The Consultant will maintain cost accounting records on authorized work performed to reflect actual costs for labor and material, or other basis requiring accounting records. The Consultant will afford the County access to these records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices.
4. **Full Commissioning:** Full commissioning will be required, such that a third-party commissioning authority has validated and documented that the performance of the building and its systems are designed, installed, tested and capable of being operated and maintained to perform in conformity with the design intent, including system efficiencies. The full commissioning process extends through all phases of the project, from conceptualization to operation, with evaluation checks at each phase to ensure validation of the projects performance.
5. **Meeting Project Schedule:** The Consultant must provide a final schedule of project milestones, including equipment-servicing and preventive maintenance provisions that will become part of any final contract. Consultant is responsible for meeting schedule deadlines or notifying the County of any schedule changes. In the event any milestone or service provision is not met as scheduled without prior approval from the County, County reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

6. **Inspection:** The County must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The County shall have the right and access to the account books, records, and other compilations of data that pertain to the provisions and requirements of this Agreement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three (3) years after close-out. The County retains the right to have its representative on site during construction and during the project development and implementation phases of the project, and to attend relevant on-site or off-site meetings of the Consultant and/or its subcontractors.
7. **Final Approval by the County:** The County retains final approval over the scope of work and all end-use conditions. County may delay the initiation of payments until final approval has been issued.
8. **Compliance:** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes, and certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all applicable regulations relative to the premises. The Consultant and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract. Consultant will comply with Oregon Code.

This contract will be governed by the laws of the State of Oregon. Consultant shall perform its obligations under this contract in accordance with applicable laws, ordinances, rules, and regulations now, or hereafter in effect.

Consultant shall comply with all applicable provisions of ORS 279B.220, and all state and federal laws relating to employment and overtime compensation.
9. **Handling of Hazardous Materials:** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. In the event the Consultant encounters any such materials, the Consultant shall immediately notify the project manager and stop work pending further direction from the project manager. The County may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement without exposure to claims for delay of project completion.
10. **Authorized to Do Business:** Before entering into a contract, the Consultant shall be authorized to do business in the state of Oregon.
11. **Forms:** The Consultant shall complete and return to the County forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information that may be required.
12. **Permits:** The Consultant shall pay for plumbing and electrical, mechanical and other building permits required by the local jurisdiction, The Consultant shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of private property for storage of materials, parking, utility services,

temporary obstructions, enclosures, opening and patching of streets, etc., arising from the construction and completion of the work.

13. **Construction Manager:** The Consultant shall provide its own Project Manager
14. **Employment of Oregon Residents:** The Consultant shall state if they are a “resident bidder” as defined in ORS 279A.120.
15. **Subcontractor Approval:** The County retains the right to review and approve a list of all Consultant-selected subcontractors prior to the Design-Build contract approval on this project. Names and qualifications must be submitted at least two (2) weeks in advance.
16. **Management:** The Consultant will work with current building management (BOR and BVID) and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements and overall facility operations.
17. **As-Built Drawings:** The Consultant must provide durable, reproducible record drawings associated with the project, conforming to typical engineering standards in both electronic and paper copy. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals and will be delivered prior to acceptance. These shall also be reviewed and accepted by the Bureau of Reclamation.
18. **Maintenance Responsibilities:** Equipment or other improvements may be installed that would require the County to hire or contract with an outside firm to provide additional personnel based on contract negotiations that produce an explicit exemption for a specific installation. Operations and maintenance responsibilities shall be set forth in detail in the contract.
19. **Follow-up Monitoring and Maintenance Services:** Following the installation and implementation of improvements, the Consultant will be responsible for maintaining and monitoring the measures to ensure optimal performance, however, the County has the option to decline these services or negotiate for a reduced term of services. All maintenance and monitoring fees will be paid through project revenues unless otherwise negotiated.
20. **Operation and Maintenance Manuals:** At least three (3) maintenance manuals will be provided for all equipment at each location. Manuals are subject to approval of the Bureau of Reclamation, Baker Valley Irrigation District and the County.
21. **Training:** The Consultant will be required to train the County’s operational and maintenance personnel in all aspects of efficiently operating and maintaining all equipment, systems and facilities. Training and retraining shall include all existing and new personnel responsible for operation and maintenance of all installed improvements and new facilities during the term of the contract. The cost for substantive transitional training, operations and maintenance services designed to optimize facility and system efficiencies will be negotiated with County and included as part of the Design-Build contract.

GENERAL TERMS

(Both Design/Modeling/Project Development Plan and Implementation Contracts)

1. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.
2. **Indemnification:** The Consultant agrees to indemnify and hold harmless the County, its agents, servants and employees against all claims, demands and judgments made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, or any claim arising out of, or in connection with this RFP, where such damage, injury, death or claim was caused by the negligence of Consultant, or subcontractor of Consultant of their employees, servants or agents. County agrees to notify Consultant promptly of any claim or demand, and to cooperate with Consultant in a reasonable way to facilitate the settlement or defense of such claim or demand.

This subsection applies to all tort claims, except claims for professional liability. Consultant shall defend, indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property, of whatsoever nature arising out of the activities of consultant pursuant to this contract (including by not limited to, the acts and omissions of consultant's officers, employees, agents, and subcontractors). Consultant will not be held responsible for damages directly, solely, and proximately caused by the negligence or other tortuous acts of County.

This subsection applies only to tort claims arising out of professional services provided under this contract. Consultant shall indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property resulting from the professional negligent acts, errors, or omissions of consultant in performance of the services under this contract (including but not limited to, the professional negligent acts, errors, or omissions consultant's officers, employees, agents, and subcontractors).

3. **Ownership of Contract Products/Services:** Submissions, upon established opening time, become the property of the County. All products/services produced in response to the contract resulting from this RFP will be the sole property of the County, unless otherwise noted in the RFP. The contents of the successful Consultant's submission will become contractual obligations.
4. **Non-Discrimination:** The Consultant shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
5. **Property of Drawings, Reports and Materials:** All drawings, reports and materials prepared by the Consultant specifically in performance of this contract shall become the property of County and will be delivered to the County no later than forty-five (45) days after completion of construction.

6. **Contract Re-Negotiation:** The County reserves the right to renegotiate the terms of the contract due to changes in the regulatory or utility climate.
7. **Preventive Maintenance Schedule:** Upon completion of the contract, the Consultant shall provide to the County a single comprehensive schedule of necessary preventive maintenance for all installations for the five (5) year period following the contract expiration or termination date. Additional transitional facility operations and maintenance services may be negotiated by County and provided by Consultant for a term sufficient to the County's needs.
8. **Contract Cancellation:** The County reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Consultant. In this event, the County agrees to compensate Consultant for services rendered through the date of cancellation.
9. **Contract Relationship:** It is distinctly and particularly understood and agreed between the parties hereto that the state of Oregon and the County are in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Consultant or with the employment of labor or the incurring of expenses by the Consultant. Said Consultant is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Consultant shall exonerate, indemnify and hold the state of Oregon and the County harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Consultant's employees engaged in performance under this Agreement. The Consultant will maintain any applicable worker's compensation insurance and will provide certificate of same if requested.
10. **State and Federal Prevailing Rates of Wage:** It will be the responsibility of the Consultant to fully comply with the state prevailing rates of wage under ORS 279C.800 to 279C.870 and the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.)
11. **Special Terms Govern:** In the event of any conflict between these standard terms and conditions and any special terms and conditions included in a contract, the special terms and conditions will govern.
12. **Force Majeure:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, riots, war, civil unrest, national or state emergencies, acts of terror or unusually severe weather, provided that in all cases the Consultant shall notify the County promptly in writing of any cause for delay and the County concurs that the delay was beyond the control and without the fault or negligence of the Consultant. If reasonably possible, the Consultant shall make every reasonable effort to complete performance as soon as possible.

13. **Governing Law and Severability:** This Agreement shall be construed in accordance with, and governed by, the laws of the state of Oregon. Any action to enforce the provisions of this Agreement shall be brought in state district court in Baker County, Oregon. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
14. **Default:**
- a. There will be a default under this contract if either party materially fails to comply with any provision of this contract within fifteen days after the other party gives written notice specifying breach. If the breach specified in the notice cannot be completely cured within the fifteen day period, no default will occur if the party receiving the notice begins curative action within the fifteen day period and thereafter proceeds with reasonable diligence and in good faith to the cure the breach as soon as practicable.
 - b. Notwithstanding subsection (a) of this section, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly, materially breaches the terms of this contract.
 - c. In the event of a default, before either party may bring an action in any court concerning this contract, such party must first seek in good faith to resolve the issue through negotiation or mediation.
 - d. Pending final resolution of a dispute, the parties shall proceed diligently with the performance of this contract, unless County decided to suspend payments and gives consultant written notice of that decision.
 - e. If a default occurs and it is not resolved under subsection (c) of this section above, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law.
 - f. Any litigation arising out of this contract must be conducted in Circuit Court of the State of Oregon for Baker County.
 - g. In the event of any breach of this contract by consultant, County's cause of action against consultant will not be deemed to accrue until County discovers such breach, or should have, with reasonable diligence, discovered such breach. However, the preceding sentence will not be construed to allow County to prosecute an action against consultant beyond the maximum time limitation provided by Oregon law.
15. **Officials, Agents and Employees of the County Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the County be in any way personally liable or responsible for any covenant or agreement contained in this contract whether express or implied, nor for any statement, representation or warranty made herein or in any connected with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.
16. **Commodity Status:** Unless otherwise agreed in writing by the County, any equipment or item that is to be installed under this contract shall be new. Demonstrators, previously

rented, refurbished or reconditioned items are not considered “new.” In addition, “new” means items have not been used previously and are actively marketed by the manufacturer or Consultant and meet the manufacturer’s new product standards. New items must come with a full warranty.

ATTACHMENT B: PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule, and may change during the project.

ACTIVITY	DATE
<u>REP Phase</u>	
Newspaper Publication	August 16-30, 2019
Issue RFP	August 16, 2019
Information Meeting/Site Visit (Voluntary)	September 16, 2019
Submissions Due	September 27, 2019
Submission Review and Selection of Interviewees	October 2, 2019
Interviews	October 9, 2019
Intent to Award	October 16, 2019
Award	November 6, 2019

Facility Investment-Grade Project Design & Project Development & Modeling Phase:

Feasibility Analysis and Project Development Plan Agreement (including business plan, cost estimate and final guaranteed price), Final Report	To Be Determined
---	------------------

Design-Build Contract Phase

Development of Design-Build Contract	To Be Determined
Final Design Work, Construction & Commissioning	To Be Determined
Staff Training	To Be Determined

Note: This schedule is subject to change.

ATTACHMENT C: EVALUATION CRITERIA

The evaluation criteria will be used and considered in the evaluation of written submissions and interviews. The scoring weight is listed for each.

Submissions should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of submission may be requested from the Consultant at the discretion of the County.

1. Qualifications and Capability (Scoring Weight: 30 points)

The evaluation team will be reviewing past experience on projects of similar scope and complexity, particularly design-build new construction projects with which the Consultant has had overall responsibility in all facets of construction, including site work. Additionally, the consultant's financial and personnel capabilities to fully coordinate the project from participation in the integrated design process through construction, performance assurance, training and monitoring phases will be evaluated.

2. Project Management (Scoring Weight: 20 points)

The ability to provide professional management personnel and the approach in the integrated design process and in managing all facets of design-build construction and documentation will be evaluated. The methodology in managing the project through all phases, past performance in managing time and budget requirements and maintaining coordination between the design team and the County will be important considerations. Include key personnel that will have direct involvement in managing the project throughout the design, construction and monitoring phases.

3. Technical Approach (Scoring Weight: 20 points)

The selection team will evaluate the approach in providing technical expertise in the final design process (particularly energy production and financial performance measures, life-cycle performance and cost of ownership analysis modeling), cost estimating, bidding and working with subcontractors and suppliers, staging of construction, construction management, commissioning and post construction training, monitoring and performance assurance.

4. Financial Approach (Scoring Weight: 20 points)

The response will be evaluated on the approach and creativity in assisting the County in developing a favorable financing package that includes, but is not limited to, financial incentives from energy efficiency measures, renewable energy incentives, energy purchase agreements, funding from grants, government resources, tax credits and low interest financing resulting from energy efficient or renewable energy. The response will also be evaluated on past experiences in developing successful project financing, as well as developing and implementing public education programs for bond election campaigns.

Consultant will adhere to open-book pricing throughout the entire project.

5. Costs (Scoring Weight: 20 points)

A qualifications-type analysis will be used to evaluate costs, with an emphasis on approach to pricing and reasonableness. This will involve a combination of “price analysis” and “cost analysis” such that the project evaluation team will use judgment, knowledge and experience to determine reasonableness and consistency, and to evaluate costs based on established catalog and market prices, historical prices and independent cost estimates. Using the three phases as outlined below the Consultant shall identify all costs associated with the project and show how the Consultant will be compensated for their services. The spreadsheet shall contain at least seven columns,

1. Stating the identified task
2. The cost of the task (fees, equipment, etc.)
3. The amount of time needed to complete the task (hours, day, weeks, months)
4. The type of compensation (hours x rate, flat fee, percent, costplus)
5. The amount of compensation.
6. Inflation (construction to be done in Summer/Fall 2011)
7. Total amount for the task

Example

Task	Price/Cost	Time Frame	Compensation	Cost	Inflation	Total
Conceptual Feasibility Study	\$8,000	2 Weeks	Flat Fee	\$8,000		\$8,000
401 WQC application to ODEQ	\$25,000	3 Weeks	Percentage @ 20%	\$5,000		\$30,000

- a. **Facility Investment-Grade Project Design & Project Development & Modeling Phase:** Estimate of cost to the County of the modeling analysis for the proposed scope of above-code measures, design participation, cost estimating, preliminary design development and providing a guaranteed maximum price. Include total cost with itemization of number of hours, hourly rate of each wage class, description of each wage class, markups and any other defining category. This cost will be evaluated on the basis of reasonableness for the size and scope of the project. An unrealistically low cost will be devalued. If a project is insufficiently defined as to make a cost estimate unfeasible, Respondent is to outline their fees and maximum markup percentages, margins, labor rates, pricing parameters for similar projects, and annual operating costs for the project. A financial package including recommendations and identification of funding process, methods, and options based on the above design work should be included.
- b. **Construction/Installation Phase: Markup & Margin Costs.** Reasonableness of markup costs. The following markup & margin costs are disclosed for two purposes: i) to provide the County with typical project costing approach for a project of similar scope and size, and ii) to establish costs for use in the project development and funding analysis. Consultant may use different customized categories or present an alternative pricing structure. Cost markups may be decreased in a subsequent contract.

6. Operation & Maintenance (Scoring Weight: 20 points)

Describe your O&M approach for the County’s hydroelectric project that your firm (or subcontracted firm) foresees based on the information provided. Briefly describe the

maintenance responsibilities between the firm and the County. Describe how your firm would provide appropriate training in operations and maintenance. This could be the cost to provide this service with the option of County employees being able to do this at some point in the future.

Evaluation Summary- Basis of Selection

Construction of the project will be an investment by Baker County in its future. Through this RFP the County is hoping to employ an integrated fashion to shape a winning proposal that recognizes a proper blend of procurement costs, operating and maintenance costs, facility durability, system efficiency and serviceability.

The numerical scoring methods set forth in this request for qualifications attempt to quantify many of the measures that the County considers important in shaping its decision regarding this important long-term decision. Those firms that propose should expect the County to explain the basis for its decision, but should understand that it is not merely an exercise in arithmetic. The choice will be made by emphasizing the principles and factors the County's decision-makers value most highly. The choice will not be driven only by the lowest cost today, but rather by an analysis and quantification of many long-term costs of ownership factors that will be openly evaluated in the procurement process.

The response with the highest score resulting from the submittal and interview will be selected to enter into the next phase of design/modeling/cost estimating prior to entering into a construction contract. Selection in the RFP phase will be based on a demonstration of skills and prior performance; technical and financial approach and a qualifications-type analysis of the costs for the design/modeling/cost estimating phase, and mark up costs. Qualification-type analysis means that the score for that criterion will not necessarily be based on the lowest cost, but rather on the reasonableness and consistency with market and historical prices evaluated in concert with the long-term operating costs of proffered proposals. Scores will be documented and made available to all respondents.

ATTACHMENT D: CONSULTANT RESPONSE

This attachment provides information about the response required from the Consultant. The first section provides details about submitting the Consultants response, including what must be sent, the number of copies and the time and date of the deadline. The next two sections, Consultants Profile and Consultants Qualifications and Approach to Project, provide forms that must be filled in and submitted by the Consultant as part of its response.

PART 1: QUALIFICATION SUBMISSION

General information:

Refer to the RFP for an overview.

Submissions that are materially at variance with requirements and that require a major rewrite may not be accepted. Failure to complete any questions in whole or in part may be grounds for rejection.

All submissions become the property of County and will not be returned to the Consultant.

All costs associated with submission preparation or interviews are the responsibility of the submitting Consultant.

Submissions may be modified or withdrawn in writing by Consultant prior to the due date and time.

Submit the following:

“Consultant Profile” and “Consultant Qualifications and Approach to Project”

Quantity: Five (5). Clearly mark one (1) submission as “ORIGINAL” and one electronic copy either on a usb drive, or cd.

Packaging and Delivery

Cover Sheet: Include a Cover Sheet to accompany each of the above submittals, as given below:

To: Jason Yencopal – Emergency Management Director
Baker County
1995 Third Street
Baker City, OR 97814

Date: _____

From: _____

Firm Name: _____

Address: _____

General Phone Number: _____

Contact Person: _____
Name: _____ **Title:** _____
Phone: _____
Fax: _____
E-mail Address (if applicable): _____
Name: _____ **Title:** _____
Signature: _____ **Date:** _____

Submit the number of proposals as indicated above to:

Heidi Martin – Executive Assistant
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814

Due Date:

Submittals must be received at the above address on or before Friday, September 27, 2019, by 4:00 PM (PST). Late submissions may not be accepted.

For further information, please contact:

Heidi Martin – Executive Assistant
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814
hmartin@bakercounty.org
Phone: 541.523.8200
Fax: 541.523.8201

PART 2: CONSULTANT PROFILE

<Note to Consultant:

*An electronic copy of this RFP is available for easier preparation.
Answer all questions or state "N/A" if not applicable.>
Number all pages.*

1. General Firm Information

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Names, Titles and Phone Numbers of two principal contact persons:

_____	_____	_____
_____	_____	_____
Name	Title	Phone

Submittal is for:

- Parent Company
- Subsidiary
- Division
- Branch Office

List any Division or Branch Offices that participated materially in the development of the submission and would participate materially in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. Date Prepared: _____

3. Type of Firm:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

4. Federal Employer Identification Number: _____

5. Year Firm Established: _____

6. Five-year summary of contract values for similar related services:

2014: \$ _____

2015: \$ _____

2016: \$ _____

2017: \$ _____

2018: \$ _____

Estimate of total value for all similar-related contracts that are currently in force:
\$ _____ (total value) as of _____ (date).

7. **Corporate Background:**

a. **Years Under Present Name.** How many years has your firm been in business under its present business name? _____ Years

b. **Former Names.** Indicate all other names by which your organization has been known and the length of time known by each name.

NAME: _____ YEARS: _____

NAME: _____ YEARS: _____

c. **Years in Business.** How many years has your firm been providing similar services as defined in the RFP? _____ years. How many years your firm has offered Design-Build contracting services? _____ years.

d. **Number of Contracts.** Indicate the number of Design-Build energy conservation projects actually implemented by your firm. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

e. **State Qualification.** Identify all states in which your firm is legally qualified to do business

f. **Lawsuit Involvement.** Provide information on any lawsuit involvement.

National Labor Relations Board or Similar Involvement. Has your firm been involved in any lawsuits, administrative proceedings or hearings involving the National

Labor Relations Board, the Occupational Safety and Health Administration or other state or federal agencies during the past five (5) years? _____ Yes _____ No.

If yes, please identify the nature of the claim and the ultimate resolution of the proceeding.

8. Financial Information

- a. **Financial Statement.** Attach audited financial statements (including total revenue, net income and total assets) for each of the last three (3) years. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include balance sheet, income statement, as well as statements of cash flows and change in financial position. Include information to attest to the accuracy of the information provided.
- b. **Statement of Financial Conditions.** Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flow, dated within the past twelve (12) months.
- c. **Accounting Firm Information.** If these financial documents (8.a. and 8.b.) were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial documents.

9. Attachments. List all attachments created to address additional information. List by number and heading in this Consultant Profile. If a computer-generated form is used, detailed descriptions can be included in the appropriate section rather than prepared as an attachment.

Item #	Heading Name
Attachment for # _____	_____

PART 3: CONSULTANT QUALIFICATIONS AND APPROACH TO PROJECT

Please number and re-state each element, followed by your responses.

Number all pages.

1. General Qualifications

- a. **Project History.** Briefly describe all Design-Build construction contracts or related projects that *your* firm has managed within the last five (5) years. (Do not include projects/contracts managed by team members or subcontractors.) Identify those project references involving projects similar to project(s) described in the technical appendices and in similar types of locations (rural or metropolitan) and under similar types of ownership to that of County.

NOTE: If a branch office or division of a parent company submits this response, please provide project histories for those that have been managed directly by the specific branch or division. Projects that have been managed by individuals who will be specifically assigned to this project should also be included and identified.

Include the following information on each project:

- 1) **Project Identification.** Name the customer, state the type of project (generic building type such as hospital, school, etc.). Provide the location by city and state.
- 2) **Project Dates.** Project actual construction start and end dates.
- 3) **Project Size.** MW, powerhouse, and substation total square footage.
- 4) **Project Dollar Amount.** Provide the total contract amount and the total project capital expenditure amount.
- 5) **Source of Funds.** Describe the source of funds used for the project and your firm's role, if any, in securing those funds.
- 6) **Contract Terms.** Describe the type of contract (Design-Build, DBOM, Turn-Key, etc), the duration of the contract term, and the financing arrangement (payment terms).
- 7) **Technical Design Personnel.** Include name(s) of primary technical design personnel.
- 8) **Project Schedule.** Indicate if the project was completed on schedule. If not, please explain.
- 9) **Comments.** Comment on any special features, services, conditions, etc.
- 10) **References.** Provide current names and telephone numbers of the owner(s)' representatives that can supply references.

- b. **Personnel Information**. Provide the following information as it relates to your approach to the proposed project.
- 1) **Full-Time Personnel**. Indicate the number of full-time personnel employed by your firm and the percent available to work on this project.
 - 2) **Qualifications and Experience**. Identify who will have the primary responsibility for each task and phase of the project, including technical analysis, engineering design, construction management, construction, training and post-contract monitoring. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role), list of projects individual was associated with during the last five (5) years, including type of project and project cost and resume.
 - 3) **Areas of Expertise**. List all areas of expertise related to design considerations and improvements made to standard hydro project. Include specialized areas of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your firm customarily performs with employees.
 - 4) **Subcontractors**. Describe the nature of work generally conducted by subcontractors. Include percentage of work generally conducted by subcontractors.

2. General Approach

- a. **Project Summary** (not to exceed ten [10] pages): Summarize the scope of services (auditing, life-cycle analysis, financial analysis, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be included in this project. Include a brief description of your firm's approach to project management and the specific benefits your firm can offer the County. Propose a preliminary project schedule.
- b. **Life-Cycle Performance & Cost of Ownership Analysis** Describe your firm's capabilities in providing long-term life-cycle performance and system modeling analysis. Include the key components that are factored in this process, including the methods used to integrate the County's mission-specific performance criteria.
- c. **Training Provisions**. Describe your firm's capabilities in providing technical training and transitional facility operations services for County's facility personnel and experience on past projects. Describe your firm's involvement in developing training programs and manuals for facility staff.
- d. **Engineering Design**. Describe your firm's approach to the integrated and technical design of this project.
- e. **Baseline Calculation Methodology**. Describe in detail the methodology your firm normally uses to compute baseline for systems performance and facility operations.

- f. **Consultant Fee Calculation**. Describe your methods for calculating your firm's fees as a function of the project's total cost. Describe the specific services for which your firm will be paid over the contract term. Describe the method by which your firm will be paid for those services and how often payment will be made.
- g. **Billing and Invoices**. Describe your standard billing procedures and attach a sample invoice.
- h. **Provision of Financing**. Describe how you would work with the County to utilize tax-exempt financing or other methods to keep financing costs at a minimum. Briefly describe the types of financing arrangements provided by your firm for past Design-Build contracting projects. Include a brief description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Indicate what representative interest rates may be available, financing terms and other variable economic factors associated with each method.
- i. **Provision of Insurance**. Describe level and types of all insurance policies applicable to the project. (NOTE: This will not change insurance requirements described in this RFP.)
- j. **Environmental Liability**. State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- k. **Provision of Warranties**. State the nature and term of all warranties that will apply to the project.
- l. **Equipment Ownership and Service Responsibility**. Describe the status of equipment ownership and service responsibility at contract expiration.
- m. **Maintenance Contract Flexibility**. Describe the types of services included in the maintenance contract. Comment on whether County's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, etc.). Describe the required length of the maintenance contract and the relationship with the guarantee in the event that the County chooses to terminate the maintenance contract prior to the end of the Design-Build contract.
- n. **Open Book Pricing**. Describe your firm's approach and experience in providing open-book cost-plus pricing.
- o. **Sample Modeling Analysis**. Briefly describe your approach to developing the modeling of incremental efficiency and green building measures.

3. Site Specific Approach

- a. **Technical Analysis** Based on your preliminary assessment of the information provided, describe any systems, technologies and strategies that you feel would be appropriate for this project. Address energy and O&M opportunities. Also describe any special features,

renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to the County.

- b. **Operations and Maintenance.** Describe your O&M approach for the County's hydroelectric project that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and the County. Describe how your firm would provide appropriate training in operations and maintenance.
- c. **Project Management.** Describe how your firm would work with current management and maintenance personnel in order to coordinate construction. Describe your flexibility and/or any limitations regarding possible County activities such as Bureau of Reclamation, Idaho Power Corporation, Baker Valley Irrigation District, Forest Service, Oregon Department of Fish and Wildlife, Oregon Water Resources Department, Oregon Department of Environmental Quality, Oregon Department of Energy, and County's monitoring of installation and performance checks.
- d. **Project Financing.** Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing.