

**City of Astoria
Astoria Public Library
450 10th Street
Astoria, OR 97103
Request for Proposals (RFP)
For Architectural/Engineering Services**

Issue Date: November 13, 2017, 9:00 a.m. Closing Date: December 6, 2017, 3:00 p.m.
All Times Are Local Time

**SUBMITTAL LOCATION
Submit Original and 6 Copies To:
Astoria City Hall, Front Desk
Attn: Jimmy Pearson
Library Director
1095 Duane Street
Astoria, Oregon 97103**

Any objections to or comments to the RFP specifications must be submitted in writing to
The City of Astoria, Attn. Jimmy Pearson, 1095 Duane St., Astoria, OR 97103,
or emailed to jpearson@astoria.or.us
They must be received no later than 4:00 p.m. November 21, 2017.

Responses to questions and addenda will be posted on the Library website at www.astorialibrary.org

The City will be the sole judge in determining award of the contract and reserves the right to reject all proposals. All proposals shall be accompanied by the Proposal Form (Exhibit A), signed by a person authorized to bind the proposer to the proposal.

1. Invitation

1a) Invitation

The City of Astoria Public Library, hereinafter, “**City**” or “**Library**,” invites Proposals from **Licensed Architects** (hereinafter, “Proposer,” or “company,” or “firm,” or “provider” or “contractor”) to provide **Architectural and Engineering Services for the City of Astoria Public Library in Astoria, Oregon**. Interested firms that specialize in the provision of these services are invited to submit Proposals to accomplish the Scope of Work defined within this invitation.

The full project consists of providing a complete range of architectural and engineering services for a remodel of the Library building, located at 450 10th Street in Astoria, Oregon, and includes scheduling and staging of all design services, programming, design, bidding, construction process overview and project close-out upon completion.

The work is expected to be performed in stages. This RFP is for the initial work of analyzing the existing building and site, updating existing studies and recommendations that were performed in 2013. The existing documents are available on the City Library website at www.astorialibrary.org. The selected firm will work with the Library Director to develop conceptual design renderings for assistance with fundraising efforts.

Additionally, the City may extend this contract for continued architectural and engineering design services, though the schedule, fees and scope of that work are yet to be determined. This direct assignment is allowed per ORS 279C.115.

Proposals will be analyzed on the technical capabilities and historical accomplishments of the Proposer and the aesthetic properties of the Proposer's past constructions.

This RFP is available on the Library's website, www.astorialibrary.org. Requests for paper copies, if desired, may be mailed to the address below or emailed to jpearson@astoria.or.us. All requests and notifications must contain firm name, name of contact person, mailing address, phone number, and email address. Paper copies of the RFP will be mailed to recipients within one business day of receipt of the request but will not be faxed or e-mailed. A plan holders list will not be maintained for this solicitation. Responses to questions and addenda will be posted on the Library website at www.astorialibrary.org.

The City of Astoria may waive any or all informalities and irregularities, may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause, any Proposal upon a finding of the City that it is in the public interest to do so.

Minority and Women-Owned Businesses are encouraged to participate in this solicitation.

1b) Submittal of Proposals

Interested firms may submit responses to this invitation by completing the requested documentation and submitting One Original and 6 Copies To:

Astoria City Hall
Attn: Jimmy Pearson
Library Director
1095 Duane Street
Astoria OR 97103

in a sealed envelope or container clearly marked with the words:

Response to Astoria Public Library RFP Enclosed

no later than the time and date set for submittals shown on Page 1 of this solicitation. Delivery is the sole responsibility of the Proposer. Proposals not received by the predetermined time on the due date will be returned unopened. Electronic submissions will not be accepted.

Proposals may be delivered by any means available including hand delivery if desired. Hand delivered proposals should be delivered to the front counter, 1st floor, Astoria City Hall, 1095 Duane Street, Astoria, Oregon.

Proposal and performance securities are not required.

1c) Opening and Reading of Proposals

Proposals will be opened and reviewed in closed session. Names of Proposers and proposal contents shall not be available to the public until the award recommendation is made to the Astoria City Council.

Copies of proposals shall not be available until award and contract execution is complete.

2. Project Overview

2a) Project Overview

The City Library requires upgrades and better utilization of space.

The architect/engineers will be expected to work closely with the selected construction firm.

2b) Background

The Astoria Public Library is a city library, designed by local architectural firm Brown & Brown and opened in October 1967. Its operation is funded by the City of Astoria's general fund. The library is located in the Astor Library building at 450 10th St. Astoria. The library uses the main level and a mezzanine to provide public service and staff functions. The basement is currently used for storage.

The Library's main level has two public entrances, a staff entrance, a street level parking lot for 16 vehicles, and street parking. Inside the Library is a 98-person meeting room, staff work spaces, a children's area, public access computers, the local history "Astoriana" collection, seating, and most of the physical collection. The service desk for information and research help is centrally located.

The main level and mezzanine house the active Library collection of nearly 48,800 print and audio-visual items. The basement houses books, photographs and other archival material. These items are currently being sorted and evaluated for their relevancy to the collection.

2c) Site

The Astoria City Council has authorized the Library Director to proceed with feasibility analysis and development of plans for a renovated Library building, utilizing its current location at 450 10th Street.

2d) Project Specifics

The project should include a dedicated archive location, children's area, young adults area, study rooms, and building remodel to reflect areas identified in 2013 studies, available to download at www.astorialibrary.org.

2e) Financial Development Program

The entire project budget is \$5,000,000. Fundraising is expected to provide funding at various intervals from several sources over the next twelve to twenty-four months.

The sources are:

Funds currently available	\$1,600,000
Ongoing fundraising efforts	\$3,400,000

2f) Financial Development Scenarios

Thus, the essential funding parameters for establishment of the remodeled Library are:

Total Project Budget: \$5,000,000.

Total Construction Budget: To be determined.

Architectural services for this project are needed in accordance with the schedule shown below so that the Library may have a preliminary design at a time to be determined with the successful firm to assist with the fundraising campaign.

2g) Project Schedule

The City intends to adhere to the following schedule, as best it can, recognizing that any number of diversions and contingencies may delay completion. The selected architect must have appropriate staff to support an aggressive schedule.

Although all these elements of the design process must eventually be included, the exact dates of their completion shown below must be treated more as a guide than as a series of mandates. It is assumed that a close working relationship will be established with the architect immediately upon agreement signing and that all these initial phases will be completed in the best manner possible to achieve the desired result.

<u>Activity</u>	<u>Completion Date</u>
Architect Selection Process	
Advertise and Publish RFP (9 a.m.)	11/13/2017
RFP due (3 p.m.)	12/6/2017
Evaluation team meetings and clarifications, week of	12/6/2017
Development of "short list" by evaluation team	12/13/2017
Interviews and on-site presentations by invited firms, week of	1/8/2018
Reference checking of finalists (if desired), week of	1/8/2018
Research, final scoring and ranking, firm selection	1/16/2018
Award recommendation to City Council	2/5/2018
Planning	
Preliminary Design	To be determined with selected firm.
Design Process	
Construction documents, contractor selection process	Schedule for Design Process and Construction will be determined by completion of fundraising campaign.
Construction	
Construction schedule	

3. City General Information

3a) Background

The City of Astoria was founded in 1811 and is located on the Columbia River near the Pacific Ocean. The population is approximately 10,000. The current Library opened at its current location in 1967.

3b) Employment

The Library employs a workforce of approximately 6.3 Full Time Employees (FTE)

4. Scope of Work

4a) Current Scope of Work

The selected firm or individual shall enter into an agreement with the City of Astoria to provide professional services related to the development and renovation of the Astoria City Library including, but not limited to, the following:

1. Study, evaluate and update preliminary work done by others on the project including space evaluation, code requirements, infrastructure upgrades, and budget. Work with the Library Director to develop conceptual design renderings for assistance with fundraising efforts.
2. Proposal shall include information on additional firms who are proposed to be a part of the project team. The City reserves the right to approve final project team members.
3. Communication support including participation in community groups where appropriate, specification planning with assigned City staff and Library Foundation, attendance at City Council meetings relevant to project and meeting with assigned City staff to report/discuss progress and problems on an established schedule.

4b) Future Scope of Work

After fundraising efforts have been completed, Architecture firm will be required to provide the following services:

- A. Based on the above, with additional evaluation with City of Astoria staff, provide schematic design, design development, including structural, and any additional systems such as mechanical and electrical as required by the special needs of this project; project cost estimating and construction documents in compliance with City, County and State code requirements; assist CM/GC in bid development, implementation and review for project buyout, and provide construction administration.
- B. During the construction phases, consultants will be expected to visit site to monitor progress, quality and adherence to specifications and drawings. Consultant is expected to recognize and immediately notify City of out of specification or otherwise unacceptable construction.
- C. Provide as built documents, consisting of reproducible copies of original drawings with modifications including electronic files in standard CAD format.

5. Information/Instructions to Proposers

5a) Qualification Requirements

1. Each responsible proposer shall respond to the "Required Proposal Submittals" as presented in section 6 of this request proposal. Proposals received without the required information may be rejected as not being responsive.

5b) Pre-Proposal Interpretation of Contract Documents

1. If any person who contemplates submitting a proposal for the services contract finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the RFP document, shall submit to Jimmy Pearson, Library Director, City of Astoria, a written request for a clarification or interpretation thereof to be received not later than 4:00 p.m. November 21, 2017.
2. Only clarification or interpretation of the RFP documents made by written addenda will be binding. Changes to this RFP document shall only be by written addendum. A copy of each addendum will be posted on the Library website.
3. Any addenda so issued are to be considered a part of the RFP document.
4. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda.

5c) Execution of the Proposal

1. The proposal must be signed by a person authorized to bind the proposer to the proposal.
2. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.
3. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office he holds in the corporation.
4. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
5. The address of the proposer shall be typed or printed on the cover sheet provided in Exhibit A.

5d) Non-Responsive Proposals

1. Proposals that are incomplete or are conditioned in any way, or which contain erasures or alterations may be rejected as non-responsive.

5e) Content of Proposals

1. Each submittal shall contain the following:
 - (a) Signed and dated Proposal Cover sheet;
 - (b) Response to all of Section 6.0 (**Required Proposal Submittals**).

5f) Withdrawal of Proposal

1. At any time prior to the date and hour set for the receipt of proposals, a proposer may withdraw his proposal. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the opening of the proposal.

6. Required Proposal Submittals

Proposers shall submit their proposals as outlined on page 3 of this RFP. Delivery to an office other than the office identified above is not acceptable.

6a) Specific Proposal Requirements

The following information shall be submitted by the Proposer and analyzed by the City in accordance with the rules set forth herein.

1) Transmittal Letter

The transmittal letter shall address the Proposer's understanding of the project and shall list the names of persons authorized to represent the Proposer, their titles, addresses and telephone numbers (if different from the individual who signs the transmittal letter and/or the Proposal Form). Any conflicts of interest or negative disclosures that are relevant and necessary to be addressed shall be included in this letter.

2) Proposal Form

Exhibit A, Proposal Form shall be fully filled in and the letters "N/A" shall be inserted in blank response areas that are not applicable to the Proposer. Proposers who do not submit Exhibit A, or who submit incomplete responses within the Exhibit, shall be ruled non-responsive and, hence, will not be considered for award of the work.

3) Summary of Proposer's Qualifications

State, in general terms, the firm's qualifications to perform the work described herein. The summary will address the following:

- Provide a general history of the firm highlighting key staff and projects. (Be brief; additional requirements for building descriptive information is requested below.)
- Summarize the Proposer's business configuration; i.e., limited liability corporation, partnered or in a joint venture to pursue this work? Explain relationships; i.e., who is the architect and firm of record? How long has the relationship been established?
- Identify the staff that will provide services and in whose employ that person resides. Provide brief resumes of the key employees who will be providing service (not greater than roughly one printed page per person). Show degrees, certifications, years and types of experience. Identify the project manager who will be responsible for the project.
- Include an overview, preferably by organization chart, of the relationship of the proposed project team.

4) Current Projects

Provide a list of the Proposer's current and projected projects by project name, geographical location and estimated construction dollar value. Comment on the Proposer's resources necessary for completion of its current and forthcoming work and the availability of staff for the work defined herein. Please note that specific schedules are not required; the intent to this question is to ensure that the Proposer has considered the impact of the project defined herein on its staffing and resources.

5) Specific Questions To Be Answered

Provide an answer to each of the following questions; please try to restrict each answer to one page or less (but each answer may exceed one page if absolutely necessary).

- a) State your design philosophy and summarize your specialized experience in the design of libraries and similar facilities.
- b) Describe your capacity and capability to perform the work, including any specialized services within the time limitations for the work, including working with local and state agencies.
- c) Summarize your educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, budget, quality of work, ability to meet schedules, and contract administration, where applicable.
- d) Describe your availability to perform the assignment and your familiarity with coastal climates, including knowledge of design or techniques peculiar to it. Summarize your experience with designing for weather such as that experienced on the Oregon Coast.
- e) Describe your experience with and knowledge of "Green Building" design and its application to coastal construction.
- f) Describe your experience with redesigning an existing building in an urban environment.

6) Building References

Provide the following information for not fewer than three Architectural building projects, all of which shall have been completed during the last ten years and each of which shall have had a construction value of greater than \$5,000,000. You may list as many projects as you wish beyond the requirement for the three \$5,000,000 projects - include all projects that have relevance to library facilities. Do not include "master planning" if it did not result in the construction of buildings. Submittal of names shall constitute permission by the Proposer for the City to contact the named individuals, firms, agencies and/or institutions without further notice or permission.

Use the following format:

Project Name

Owner Name

Owner Contact Name (i.e., construction manager, officer, facility director)

Owner Contact Phone Number

Type and Scope of Project

New, Remodel, Modernization, etc.

Basic Project Description

Your Firm's Role and Responsibility (i.e., Master Planning only, Programming only, Design only, Contract Admin only, all, etc.)

Web URL of project or owner (if available)

Total Square Footage

Total Project Construction Cost (without land)

Total Design and Contract Administration Fees (including consultants)

Dates your firm started and then completed the project

Submit photographs of each of these buildings (not renderings). We suggest that you choose photos that show at least two exterior views and two interior views depicting each building at its best.

Note: These references will be scored in terms of aesthetics, size, applicability to the library environment and other visual and technical factors indicating depth of experience, admittedly subjectively. These references will not be contacted during the scoring phase unless additional clarity is required. They may be contacted at the sole discretion of the City during or directly prior to negotiations with finalists.

7) Comments on City Terms & Conditions

Provide comment on which terms and conditions, if any, the Proposer will have difficulty accepting. Propose substitute clauses, if appropriate.

Identify each page of the submittal and its membership in a particular group or section.

Each sheet shall contain a header, footer or other identification necessary to identify the proposer.

6b) Mandatory Submittals

Submit the original and each copy in binders or bound documents with divisions between each section. Identify each section, as defined below, with a tab. Submit the information in the following order:

- 1) Transmittal letter
- 2) Exhibit A, Proposal Form
- 3) Summary of Proposer's qualifications
- 4) Current Projects
- 5) Answers to specific questions
- 6) Building references with photographs
- 7) Comments on City Terms & Conditions

7. Proposal Evaluation

Proposals will be evaluated based on the criteria as shown below. The top ranked proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

- a) Specialized experience in the design of libraries and similar facilities.
- b) Capacity and capability to perform the work, including any specialized services within the time limitations for the work, including working with local and state agencies.
- c) Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, budget, quality of work, ability to meet schedules, and contract administration, where applicable.
- d) Availability to perform the assignment and familiarity with coastal climates, including knowledge of design or techniques peculiar to it, experience with designing for weather such as that experienced on the Oregon Coast.
- e) Experience with and knowledge of “Green Building” design and its application to coastal construction.
- f) Experience with redesigning an existing building in an urban environment.

g) Building references (depth of experience, general aesthetics, complexity, currency, etc.)

7b) Investigation of References

The City reserves the right to investigate references and past performances of any proposer with respect to the successful performance of similar work.

7c) Evaluation Overview

A form of the Qualifications Based Selection (QBS) process will be used; that is, the process will be centered on the Proposer's qualifications, skills, knowledge and abilities.

The following steps shall be taken to analyze and rank the Proposals, and to finalize a contract for delivery of the architectural services.

- a) Written Proposals submitted to the City in accordance with this RFP will be evaluated by an evaluation committee consisting of selected City employees, library board members, and a consultant.
- b) Proposals will be scored in the format of Exhibit B to this RFP. Any firm's response to this RFP shall be considered de facto permission to the City to disclose Exhibit B, and associated summaries, when completed, to selected viewers of its choice and same may be included in award recommendation memoranda.
- c) The evaluation team may hold interviews of the top-ranked two, three or four firms; these proposers will be designated as "finalists."
- d) Site visits to finalists' offices, construction sites, various structures designed by the finalists, and to references given, may be undertaken and other references may be evaluated by various means.
- e) Proposals shall be ranked based on evaluation of all available information, with the highest-ranked Proposer being that which is deemed to be the most appropriate to the specific needs of the City and fully able to perform the required services; the second-ranked Proposer being the next most appropriate, etc., all in the sole judgment of the evaluation team, and City administration.
- f) The evaluation team will then submit its ranked list to Jimmy Pearson, Library Director. The City will negotiate with the top ranked firm and if successful, a formal recommendation for award will be submitted to the City Council. If, for any reason, any Proposer is unacceptable to the City, the process will be repeated until a firm acceptable to the City is identified.

7d) Proposal Analysis Process

Proposals shall be analyzed in the following manner:

- a) Members of the evaluation team will read the Proposals and Proposals will be divided into two groups, those which are considered "responsive" and "responsible", and those which are not. Those that are not will be withdrawn from consideration.

Note: Responsive means that the Proposal has complied with all the requirements of this invitation; **Responsible** means that the Proposer has been truthful, that pertinent negative information has not been withheld, that the Proposer and named staff are qualified as specified, that the Proposer is adequately financially sound for a reasonable expectation of completion of the work, and that the Proposer, in the judgment of the City, is capable of performing the work (see ORS 279B.11 0).

b) Proposals will then be evaluated on a "pass/fail" basis for each of the primary factors shown below:

a) Qualifications of staff for various specific requirements such as degrees, licenses and certifications.

b) Requirement for three \$5,000,000 structures during the last ten years that demonstrated adherence to a written budget.

c) Requirement for ten years of continuous Architectural services (principal Proposers).

c) Scoring shall be completed as shown on Exhibit B as rated by each member of the evaluation team. When that is complete, all scores will be added and averaged for each Proposer. Proposals will then be ranked in terms of descending order of the total Proposal score.

d) Up to four top ranked Proposers will be invited to present their qualifications and design experience in interviews with the evaluation team and may be requested to give an oral presentation of their Proposal. This will provide an opportunity for each Proposer to clarify or elaborate on the Proposal. This is a fact finding and explanation session only and will not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an optional part of the process and may or may not be conducted. Should a Proposer receive an invitation for an oral presentation, the specific requirements for the agenda will be detailed in a written notice of the request. Interviews and presentations of remaining candidate firms will be held at the discretion of the committee.

e) Visits to current and previous building sites of leading Proposers may be undertaken and various references may be evaluated by various means, including the use of Exhibit B. Submittal of a proposal is regarded as de factor permission to the City for its use of Exhibit B in querying any reference desired by the City.

f) The evaluation team will perform a final ranking of the Proposers with the top-ranked Proposer being that which suits the needs and objectives of the City best, second best, third best, etcetera.

g) Following the evaluation process detailed above, the discussion, or negotiation phase will follow. Initial negotiations will only take place with the top-ranked finalist.

During negotiations, the City may discuss, among other topics;

- Estimates of total project costs
- Various aspects of proposed services, scope of work and specific or work delivery
- Fees for basic and additional architectural services
- Lump Sum fees and hourly rates for various other services
- Selection of consultants

- Consultant fees
- Award methodology,
- Contract Terms and potential changes to the Contract Agreement and the amendments to that agreement

If satisfactory agreements cannot be reached on all matters of concern, negotiations will be discontinued with that Proposer and negotiations will be undertaken with the second ranked Proposer. This process will be followed until an agreement for the total range of services and the contractual conditions can be reached or until all proposals are rejected.

The Proposer thus selected, will be recommended for award.

Notwithstanding any or all of all the foregoing, in compliance with OAR 137-048-0220, the City reserves the absolute right to:

- a) Seek clarifications of each Proposal
- b) Negotiate a final Contract that is in the best interest of the City
- c) Reject any or all Proposals and reservation of the right to cancel the RFP at any time if doing either would be in the public interest as determined by the City
- d) Require that Proposers responding to the RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP

8. Contract and Proposal Information

8a) Agreement

A SAMPLE Agreement for Professional Services is included in the RFP documents as Exhibit C. If a contract is awarded, it is anticipated that the Professional Services Agreement will closely approximate this document to include “supporting documents”. The “supporting documents” will include, but are not limited to, the RFP Document, the Proposer’s written Proposal, any required certificates and all other documents incorporated by reference therein. ***Firms taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.***

8b) Notice to Proceed

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. Contractual work may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Professional Services Agreement by the City. The Notice to Proceed will state the date work under this contract shall begin.

8c) Acceptance of Proposal Content

The contents of the proposal of the successful proposer will become contractual obligations if accepted and referenced in the executed personal services contract (Exhibit C) by the City.

8d) Economy of Preparation

The proposal shall address all items outlined in this request, and shall not exceed twenty five (25) printed pages, excluding the front and back covers, resumes, appendices, attachments, etc. Each proposal is limited to 8.5 x 11 inches of single-spaced text with 1-inch margins and minimum 12-pt font size. Proposal pages may be double-sided, but not exceed the printed page limitation (a double-sided printed sheet is equivalent to two printed pages). The Proposer should be environmentally conscious in using paper, bindings and ink.

8e) Public Records

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

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

THIS MATERIAL IS TO BE HELD CONFIDENTIAL:

The NON-DISCLOSURE FORM (Exhibit D) must be signed and attached to the RFP response. The City will keep information confidential to the extent permissible under the law. All RFP responses shall be held confidential, in total, until the City Council has approved a recommendation for the award of a contract.

8f) Clarification of Responses

The City reserves the right to obtain clarification of any point in the proposal response or to obtain additional information if necessary to properly evaluate a particular proposal. Failure to respond to such a request for additional information or clarification may result in rejection of that firm's proposal.

8g) Notification of Intent to Award Contract

1. All proposers will be notified of the proposal evaluation committee's recommendation and the City's intent to award a contract.
2. The notice of intent to award a contract will be directed to the person who has signed the proposal on behalf of the proposer.

9. Appeals

Proposers may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the scoring by evaluators may not be appealed. The following procedure applies to Proposers who wish to appeal a disqualification of proposal or award of contract:

All appeals must be in writing and physically received by the City of Astoria no later than 2:00 p.m. on the seventh (7th) calendar day after the postmarked Notice of Award or Notice of Disqualification.

Address appeals to:

APPEAL OF AWARD

City of Astoria

Attn: Jimmy Pearson, Library Director

1095 Duane Street

Astoria, OR 97103

Appeals must specify the grounds for the appeal 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 appeal. Appeals not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed.

End of RFP

Exhibit A: Proposal Form

CORPORATE HEAD OFFICE

(To be used For All Legal And Contractual Correspondence)

Proposer Name: _____

Proposer Address: _____

Telephone: _____

Email: _____

PROPOSER INFORMATION

1) Federal ID Number (or Social Security Number if not a Corporation) _____

2) How long has the Proposer been in business? Under which names?

3) Proposer is a subsidiary of, or wholly owned by:

4) Proposer is configured as a/an (circle one)

Individual (Sole Proprietorship) Partnership Corporation Joint Venture Other (describe)

ADDENDA ACKNOWLEDGEMENT

The Proposer hereby acknowledges receipt of the following Addenda related to the subject solicitation documents (circle all received):

/ None / 1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10

STATE AND LOCAL CERTIFICATIONS

State of Oregon Certified D/M/W/ESB Organization? [] Yes [] No

If yes, provide State certification number and indicate which category /categories:

Is the proposer certified as an EEO firm by _____? [] Yes [] No

GENERAL INFORMATION

Attach additional sheets as necessary

1) If a corporation, list the date, state and type of incorporation.

2) If a partnerships, list names of all partners and declare which have general or limited status.

3) Has the Proposer or any of its members ever had a license or permit revoked or suspended or sustained any form of bankruptcy including receivership during the last ten years? If yes, describe action and outcome.

4) Has the Proposer, or any of its current associates, members, partners, been involved in any lawsuits (including presently pending lawsuits) related to a building design contract, either as plaintiff or defendant, in the past 10 years? If the answer is yes, please identify each legal action on a separate sheet. For each legal action the identify the plaintiff(s) and defendant(s), the contract that was the subject of the litigation, the amount in question (as originally demanded by the Complainant), the amount of the eventual disposition of the lawsuit (whether by settlement or trial), and a general description of the claims made in the litigation.

5) Has the Proposer or any of its current associates been involved in arbitration or mediation (including presently pending arbitration or mediation) related to a building design contract during the past 10 years? If the answer is yes, please identify each arbitration or mediation in which your firm was involved during the relevant period. On a separate sheet, include for each arbitration or mediation the identity of the parties to the arbitration or mediation, the name of the arbitrator or mediator, the contract that was the subject of the arbitration or mediation, the amount of the eventual disposition of the arbitration or mediation, (whether by settlement or by binding arbitration), and a general description of the claims made in the arbitration or mediation.

PROPOSER'S CURRENT STRENGTH AT OFFICE OF RECORD

(Office which will be performing the work; Full time staff only)

Discipline	Quantity of Staff (do not duplicate)*
Registered Architects.....	_____
Registered Engineers.....	_____
Registered Land Surveyors.....	_____
Draftspersons and Designers.....	_____
Construction Mangers/Coordinators.....	_____
Specification Staff.....	_____
Business Managers/Coordinators.....	_____
Contract and Project Managers/Coordinators.....	_____
Information Technology/Computer Staff.....	_____
Other Office and Clerical Staff.....	_____
 Total Strength (sum of all above).....	 _____

*Where one person meets two categories, use the higher-listed category; for example if one person is a registered architect but serves primarily as a contract manager, show that person as a registered architect.

CERTIFICATIONS

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City of Astoria Public Library.

Conflict Of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City of Astoria, City Council or City officer, employee, or person, whose salary is payable in whole or in part by the City of Astoria, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

The undersigned hereby submits this Proposal to furnish all work, services, systems, materials and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Instructions to Proposers, Master Contract Agreement and associated inclusions and references, specifications, Proposal Form, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City and all other Proposer's submittals.

SIGNATURE BLOCK

Company Name: _____

Signer's Mailing Address: _____

Signer's City/State/Zip: _____

Signer's Telephone Number: _____

Signer's Email Address: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Date: _____

EXHIBIT B • REQUEST FOR PROPOSAL
Architectural Services
Proposal Evaluation Sheet • Page 1

Proposer: _____	Evaluator: _____	Date: _____
-----------------	------------------	-------------

1) Responsiveness *(comment on each item)*

“Responsive means that the Proposal has complied with all the requirements of this invitation”

Cover Letter: _____

Proposal Form: _____

Summary of Qualifications: _____

Answers to Questions: _____

Building References: _____

If Proposal is non-responsive, state reason and proceed no further with analysis

2) Responsibility

“Responsible means that the Proposer has been truthful, that pertinent negative information has not been withheld, that the Proposer and named staff are qualified as specified, that the Proposer is adequately financially sound for a reasonable expectation of completion of the work, and that the Proposer, in the judgment of the City, is capable of performing the work”

If Proposal is not responsible, state reason and proceed no further with analysis

3) Pass/Fail Analysis *(Rate each category below as a Pass/Fail Determination; circle one or the other)*

- | | | |
|--|------|------|
| a) Qualifications of staff for various specific requirements such as degrees, licenses and certifications. | Pass | Fail |
| g) Three \$5,000,000 structures during the last 10 years that demonstrated adherence to a written budget. | Pass | Fail |
| h) Requirement for ten years of continuous Architectural services | Pass | Fail |

If a rating of “Fail” is given, provide an explanation for the rating here or on an attached sheet and proceed no further with this analysis.

Exhibit B

EXHIBIT B • REQUEST FOR PROPOSAL
Architectural Services
Proposal Evaluation Sheet • Page 2

Proposer:	Evaluator:	Date:
-----------	------------	-------

4) Ratings and Scoring

Score Weight Final Score

A maximum of five (5) points for each category.

- | | | | | | |
|---|-------|---|---|---|-------|
| a) Specialized experience in the design of libraries and similar facilities. | _____ | x | 5 | = | _____ |
| b) Capacity and capability to perform the work, including any specialized services within the time limitations for the work, including working with local and state agencies. | _____ | x | 3 | = | _____ |
| c) Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, budget, quality of work, ability to meet schedules, and contract administration, where applicable. | _____ | x | 5 | = | _____ |
| d) Availability to perform the assignment and familiarity with coastal climates, including knowledge of design or techniques peculiar to it. Experience designing for Oregon Coast weather. | _____ | x | 3 | = | _____ |
| e) Experience with and knowledge of "Green Building" design and its application to coastal construction. | _____ | x | 3 | = | _____ |
| f) Experience with redesigning an existing building in an urban environment. | _____ | x | 5 | = | _____ |
| g) Building references (depth of experience, general aesthetics, complexity, currency, etc.) | _____ | x | 4 | = | _____ |

Total Proposal Paper Score *(Maximum of 140)* _____

Evaluator Comments:



**Exhibit C - CITY OF ASTORIA
CONTRACT FOR PERSONAL SERVICES**

CONTRACT:

This Contract, made and entered into this ___ day of _____, 2017 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____ hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the design of the _____ Project.

B. Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than _____, 2017.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$_____ price for performance of those services provided herein;

B. The CONSULTANT will submit a billing upon the completion of work. - OR -

(CHOOSE ONE)

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be _____, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be _____.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has

or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses to the extent it arises out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

19. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultants incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

21. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar

services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

25. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

26. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the CITY.

27. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

28. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:

CITY OF ASTORIA, a municipal
corporation of the State of Oregon

City Attorney

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

EXHIBIT D

City of Astoria

Request for Proposal

NON-DISCLOSURE FORM

The pages of this proposal that I have marked "THIS MATERIAL IS TO BE HELD CONFIDENTIAL!" are to be kept confidential to the extent permissible under the law. This data shall not be disclosed outside the City of Astoria to be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the City shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if it is obtained from other sources.

Signature

Print Name

Title

Firm Name

Date