

**REQUEST FOR PROPOSALS #3091**  
**for**  
**Commissioning Services for Expansion**  
**of**  
**Coffee Creek Correctional Facility**

Issue Date:	November 10, 2004
Solicitation protest (Q & A) deadline:	November 26, 2004
Proposal due date:	Thursday, December 9, 2004, 3:00 p.m.
Interviews (if held):	TBA
Tentative selection notification date:	December 14, 2004, (unless interviews are held)
Selection protest deadline:	5 days following selection notification

Oregon Department of Corrections  
Facilities Services  
November 10, 2004

## Table of Contents

		<u>Page</u>
SECTION 1	General Information	3
SECTION 2	Questions/Answers	3
SECTION 3	Addenda	3
SECTION 4	Reservation of Rights	3
SECTION 5	DOC Not Responsible for Costs	4
SECTION 6	Background Check	4
SECTION 7	Proposal Format	4
SECTION 8	Address	4
SECTION 9	RFP Contact Person	5
SECTION 10	Protest Procedures	5
SECTION 11	Background and Purpose	6
SECTION 12	Scope of Work	7
SECTION 13	Services to be Provided	7
SECTION 14	Proposal Contents	15
SECTION 15	Proposal Evaluation and Consultant Selection	16
SECTION 16	Authorized Representative	17
SECTION 17	Insurance Requirements	17
SECTION 18	Foreign Contractor	19
SECTION 19	Public Records	19
SECTION 20	Recyclable Products	19
SECTION 21	Equal Opportunity Employer	19
ATTACHMENT A	Cover Sheet	20
ATTACHMENT B	Reference Check Authorization/Release	21
ATTACHMENT C	Sample Contract	22

## **1 GENERAL INFORMATION**

This Request for Proposals ("RFP") is open to all firms/individuals qualified to provide the services requested (hereinafter the "Proposer(s)"). This selection process shall be carried out pursuant to applicable Oregon Revised Statutes and Oregon Administrative Rule 125, Division 25. The Department of Corrections ("DOC") anticipates the total value of any contract resulting from this solicitation, including extension periods, if any, to be approximately \$150,000.

## **2 QUESTIONS/ANSWERS**

Proposers should submit questions, requests for changes or clarifications, or protests regarding any or all parts of this RFP, including any objections to the terms and conditions contained in the attached "sample" contract, in writing, to the Contracts Coordinator no later than close of business on November 26, 2004. The response to any questions of a substantive nature will be issued as an addendum to this RFP and published on the DOC Website and the Department of Administrative Services Vendor Information Program (VIP) system. It is the responsibility of the Proposer(s) to monitor the issuance of any/all addenda. See also Section 10, Protest Procedures.

## **3 ADDENDA**

Oral instructions or information concerning the RFP or its requirements given by DOC shall not be binding until documented by written addenda. All addenda shall be issued by DOC not later than two (2) business days prior to the proposal due date. Should circumstances develop that require issuance of addenda near or after this deadline, DOC may extend the proposal due date, if DOC finds an extension is necessary.

## **4 RESERVATION OF RIGHTS**

DOC reserves the right, at any time during this RFP process, at its sole discretion, to:

- 4.1 Amend this RFP.
- 4.2 Reject, based on written findings, any and all proposals received, if it is in the public interest to do so.
- 4.3 Cancel the RFP, based on written findings, if it is in the public interest to do so.
- 4.4 Seek clarifications of any proposal(s).
- 4.5 Require interview(s) with proposers.
- 4.6 Supplement and/or re-designate members of its evaluation committee/interview panel, or to establish additional committees, as it deems appropriate to negotiate a final contract within the scope of work described herein.
- 4.7 Negotiate with subsequently lower-ranked proposers if negotiations with the top-ranked proposer are unsuccessful.
- 4.8 Formally terminate negotiations if they fail to result in a contract within a reasonable amount of time (15 days) or any such other time period determined by DOC under the circumstances then existing.
- 4.9 Postpone award or execution of resulting contract to complete reference check(s).
- 4.10 Reject a proposal based on negative reference check(s) prior to contract execution.
- 4.11 Amend the scope of work, including consideration or term for work related to this solicitation. Changes to any subsequent contract(s), within the scope of work

finally established at the end of this RFP process, shall be through written amendment, signed by both parties.

## 5 DOC NOT RESPONSIBLE FOR COSTS

DOC is not responsible for any costs incurred by Proposers in preparing and/or submitting proposals, attending mandatory meetings or finalist interviews. All Proposers who respond to this solicitation do so solely at their own expense.

## 6 BACKGROUND CHECK INFORMATION

Upon request by DOC, Proposer/Consultant shall provide (at its own expense) DOC with sufficient personal information about its agents or employees--and the agents and employees of its subcontractors (if any)--who will enter upon premises controlled, held, leased, or occupied by DOC during the course of performing this Contract to facilitate DOC's criminal record check of such personnel, at state expense.

## 7 PROPOSAL FORMAT

- 7.1 Five (5) copies of the proposal are due no later than 3:00 p.m. PST on Thursday, December 9, 2004. Neither late nor faxed submittals shall be accepted.
- 7.2 Proposals should be prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner.
- 7.3 Proposals shall not exceed 12 single-sided pages, excepting the attachments requested under Paragraphs 14.5 and 14.6.
- 7.4 Attachment A, the Cover Sheet, and Attachment B, Request and Authorization to Release Information, Release of Liability/Claims, and Agreement Not to Sue, must be completed and stapled on top of the packet and are counted in the maximum page count of 12 pages.
- 7.5 Proposers shall make every effort to use no less than a 12-point font for the text portion of their proposals. DOC reserves the right to reject proposals that are deemed illegible or too difficult to read.
- 7.6 Proposals shall be delivered in a sealed package, packet, box or other appropriate sealed container that is labeled as directed in Section 8.
- 7.7 Proposals must be signed by an official authorized to bind the Proposer to its provisions.
- 7.8 No other distribution of proposals shall be made by Proposer.
- 7.9 Any proposals not complying with these requirements may be considered nonresponsive and may be removed from consideration.

## 8 ADDRESS FOR PROPOSALS/QUESTIONS

- 8.1 To ensure priority handling within our mail system, proposals **MUST** be addressed as follows. **SUBMIT PROPOSALS TO:**

RFP #3091  
KAY DUFFEY, CONTRACTS COORDINATOR  
OREGON DEPARTMENT OF CORRECTIONS  
3601 STATE STREET SUITE 280  
SALEM, OR 97301-5780

- 8.2 Proposers are solely responsible for the means and manner of proposal delivery, and are encouraged to confirm delivery prior to the deadline. If proposals are delivered in person, note that access to DOC at 3601 State Street is at the

intersection of 37th and Amber. From Interstate 5, take the OR-22/N Santiam Hwy Exit 253, go west to Hawthorne, north (right) on Hawthorne, east (right) on State Street to 37th (just east of I-5 overpass), turn north (left) on 37th. If traveling on Lancaster Drive, turn west on Amber. Access is through gate at the junction of 37th and Amber. Park near Building 1, entrance is by the flagpole, go to 2nd floor, call extension 22486 from lobby phone. **Do not** put proposals in the "Bid Box" in the lobby.

## **9 RFP CONTACT PERSON:**

Any questions regarding this Request for Proposals, and all contact regarding the proposed work and/or the proposal/qualification process, are to be directed only to the following person:

KAY DUFFEY, CONTRACTS COORDINATOR  
phone: 503/378-3798 X 22486  
fax: 503/371-3161  
e-mail KAY.DUFFEY@DOC.STATE.OR.US

Contact with other DOC staff regarding this project without clearance from the designated primary contact person may lead to disqualification.

## **10 PROTEST PROCEDURES**

Pursuant to OAR 125-025-0110, all protests of solicitation or selection processes are limited to the following issues and filing times:

- 10.1 Solicitation protest: Proposers may submit a written protest, or request for change, of particular solicitation provisions, specifications, or contract terms and conditions to Kay Duffey, Contracts Coordinator, no later than close of business on November 26, 2004. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. No protest against selection of a consultant or award of a consultant contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest. (OAR 125-025-0110(1)).
- 10.2 Selection protest: Every consultant who submits a proposal in response to an RFP shall be sent a copy of the selection notice sent to the highest ranked consultant. A consultant who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing consultant shall have five (5) calendar days after receiving the notice of selection to submit a written protest of the selection to Kay Duffey, DOC Contracts Coordinator. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked consultant eligible for selection (i.e., the protester must claim that all higher-ranked consultants were ineligible for selection because their proposals were nonresponsive or the consultants non-responsive). DOC shall not consider a selection protest submitted after the time period established in this section. (OAR 125-025-0110(2)).
- 10.3 DOC shall have the authority to settle or resolve a written protest submitted in accordance with subsections 10.1 and 10.2 above, and shall promptly issue a written decision on the protest.

- 10.4 Judicial review of DOC's disposition of a written protest submitted in accordance with subsections 10.1 and 10.2 may be available pursuant to the provisions of ORS 183.484.

## 11 BACKGROUND AND PURPOSE

The Coffee Creek Correctional Facility ("CCCF") was constructed on a 108-acre site in Wilsonville, Oregon. Groundbreaking occurred on April 21, 2000, with occupancy of the Phase 1 portion of the facility in October 2001 and Phase 2 portion of the facility in April 2002. The CCCF design is state-of-the-art with such security features as perimeter microwave alarm systems, a card access system to expedite internal movement of staff and centralized security control centers with touch screen computer systems capable of operating the entire facility from a single control room. CCCF consisted of two phases of construction: Phase 1 – Women's Minimum Security Facility, and Phase 2 – Women's Medium Security Facility and the Co-Gender Intake Center.

Phase 1 included:

- 324 minimum-security beds configured in three 108-bed Housing Units with centralized control and designed to easily permit the future addition of another housing unit;
- A 108-bed Special Housing unit;
- A Health Services/Program Services unit;
- A Dining/Administrative/Work Crew Processing unit;
- A Workforce unit; and
- A Central Records unit.

Phase 2 included:

- 432 medium-security beds for women configured in four 108-bed housing units with expansion capability and necessary support units.
- A 40-bed high-custody housing unit.
- 432 medium-security male beds for ODOC intake housing (4 units of 108 beds).
- An on-site warehouse.
- A Central Plant and other Physical Plant buildings.
- Support units consisting of.
- 2 Workforce Areas.
- Inmate Canteen.
- Food Services.
- Program Services.
- Health Services with ten infirmary beds and fourteen special medical unit beds.
- Gatehouse/Intake Processing Center.

The CCCF Expansion Project (the "Project") which is the subject of this RFP, will consist of the following: (see drawings attached as Attachment D and giving the planned Project footprint)

- Construction of a new minimum-security 108-bed dormitory housing unit.
- Construction of two new medium-security 108-bed celled housing units.

## 12 SCOPE OF WORK

Project Description and General Obligations:

- 12.1 Consultant's commissioning services at CCCF (the "Commissioning Services") consist of identifying and recommending cost-effective system solutions for Project design elements and systematically documenting that specified components and systems have been installed and started up correctly and functionally tested for proper operation through all modes and conditions of operation. In addition, Consultant's Commissioning Services consist of verifying and documenting that Consultant has reviewed Owner-personnel training and final Operation & Maintenance ("O&M") documents for each commissioned system and that these documents are complete. Consultant shall carry out the Commissioning Services to verify that all commissioned Systems are complete and functioning properly upon occupancy and at a specified time thereafter.
- 12.2 Owner has obtained the services of a design professional ("Architect") and will obtain the services of one or more construction contractors (individually, "Contractor" or collectively, "Contractors") in connection with work on bid packages for various portions of the Project. Consultant's Commissioning Services shall include commissioning (as that term is described in detail below) of the following systems, including all components and controls, contemplated and installed at CCCF (individually, "System," collectively, "Systems"):
- Central building automation systems, including linkages to remote monitoring and control sites (excluding any security-related control systems or interlocks).
  - Heating, ventilating and air conditioning systems.
  - Life safety systems (fire alarm, egress pressurization, fire protection).
  - Domestic and process water systems.
  - Emergency power systems.
  - Lighting control systems.
  - Building Management Systems.
- 12.3 As part of the Statement of Work for the Project, the successful proposer will be required to participate in and comment on documentation to be prepared by the Owner's Architect required for a SEED Award to the Owner for the Project, and provide all other Commissioning Services for the Project that may be required under the SEED program, consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080, that are applicable to the various phases of Services. When completed, the Project must exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules. For additional information refer to the website for the Oregon Office of Energy at <http://www.energy.state.or.us/SEEDhome.htm>.

## 13 SERVICES TO BE PROVIDED:

Consultant shall provide the Commissioning Services as described below for all Systems contemplated and installed at CCCF.

### 13.1 Phase 1 – Construction Documents Commissioning Services

13.1.1 Consultant shall develop a written plan (the "Construction Documents Plan") outlining Consultant's review process for the construction documents prepared by the Architect (the "Construction Documents") and the Architect's final decisions concerning System options, System testing requirements and System specifications as incorporated into the Construction Documents during the Construction Documents phase of the Owner's agreement with the Architect. Consultant shall deliver the Construction Documents Plan to the Owner prior to the date Architect submits the Construction Documents to Owner. Owner shall have 14 calendar days after receipt of the Construction Documents Plan to accept or reject the plan. If Owner rejects the Construction Documents Plan, Consultant shall have 14 calendar days within which to revise and resubmit the plan to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 1.1. Consultant shall review the Construction Documents and Architect's final decisions concerning System options in accordance with the accepted Construction Documents Plan.

13.1.2 Consultant shall perform a review of the drawings and specifications included in the Construction Documents when the Construction Documents are approximately 50% and 95% complete, and deliver to Owner a written report (the "Construction Documents Report") that includes recommendations to Owner concerning cost-effective System solutions for Project design elements and detailed information concerning System completeness and System functioning ability. Consultant shall deliver this Construction Documents Report to the Owner within 14 calendar days after Owner notifies Consultant that the Construction Documents are 50% complete, and the Consultant has received a full set of documents to review, and within 14 calendar days after Owner notifies Consultant that the Construction Documents are 95% complete and the Consultant has received a full set of documents to review. Owner shall have seven calendar days after receipt of the Construction Document Report to accept or reject the report. If Owner rejects the Construction Documents Report, Consultant shall have seven calendar days within which to revise and resubmit the report to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.1.2. The Construction Documents Report shall include for each System as applicable, the following items listed in subsections 13.1.2.1 through 13.1.2.15:

13.1.2.1 Design documentation including detailed and complete sequences of operation.

13.1.2.2 An HVAC, fire, and emergency power response matrix listing all equipment and components (air handlers, dampers, valves, etc.) with their status and action during a fire alarm and under emergency power.

13.1.2.3 Access existing for personnel to read gauges, enter doors and panels, observe and replace filters, coils, etc.

13.1.2.4 Required isolation valves, dampers, interlocks, piping, etc. to allow for manual overrides, simulating failures, seasons and other testing conditions.

13.1.2.5 Sufficient monitoring points existing in the building automation system ("BAS"), even beyond that necessary to control the systems, to facilitate performance verification and O&M.

13.1.2.6 Adequate trending and reporting features existing in the BAS.

13.1.2.7 Pressure and temperature plugs that are close to controlling sensors for verifying their calibration.

13.1.2.8 Pressure gauges, thermometers and flow meters that are in strategic areas to facilitate verifying system performance and ongoing O&M.

13.1.2.9 Pressure and temperature plugs that are in less critical areas or on smaller equipment where gauges and thermometers would be “over-kill”.

13.1.2.10 Specifications existing for the locations and criteria for the duct static pressure sensor and chilled water differential pressure sensor.

13.1.2.11 Adequate balancing valves, flow metering, control stations and control system functions existing to facilitate and verify reliable test and balance.

13.1.2.12 Uniform inlet connection requirements for connection to Variable Air Volume (“VAV”) terminal boxes.

13.1.2.13 O&M documentation requirements in the specifications that are complete.

13.1.2.14 Training requirements in the specifications that are complete.

13.1.2.15 Specifications that require a test and balance (“TAB”) plan to be submitted by the TAB contractor prior to commencing the test and balance work during construction.

13.1.3 Consultant shall develop a written draft of a commissioning plan for the construction phase (the “Construction Phase Commissioning Plan”). The Construction Phase Commissioning Plan shall specify responsibilities and roles of the A/E, Owner and Owner’s Construction Project Manager, Contractor, and CA; specify procedures for documenting commissioning activities and resolving issues and set a preliminary schedule for conducting commissioning activities. Consultant shall deliver this draft Construction Phase Commissioning Plan to Owner within 30 calendar days after the Consultant’s receipt of the completed 50% design Construction Documents for review. Owner shall have 7 calendar days after receipt of the 50% complete design draft Construction Phase Commissioning Plan to accept or reject the draft. If Owner rejects the draft Construction Phase Commissioning Plan, Consultant shall have 14 calendar days within which to revise and resubmit the draft to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.1.3.

13.1.4 Consultant shall develop detailed written commissioning specifications for Systems (the “Commissioning Specifications”), which shall include the following descriptions detailed in 13.1.4.1 through 13.1.4.6. Consultant shall deliver Commissioning Specifications to the Architect for inclusion into the Construction Documents within 30 calendar days prior to the Architect’s completion of the Construction Documents. Owner, with Architect’s recommendations, shall have 7 calendar days after receipt of the Commissioning Specifications to accept or reject them. If Owner rejects the Commissioning Specifications, Consultant shall have 14 calendar days within which to revise and resubmit the draft to the Architect, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.1.4.

13.1.4.1 A detailed description of the responsibilities of all parties included in the commissioning process.

13.1.4.2 Details of the commissioning process.

13.1.4.3 Reporting and documentation requirements, including formats, deficiency resolution, pre-functional checklist and startup requirements.

13.1.4.4 The functional testing process, including System start-up and check-out procedures process.

- 13.1.4.5 Specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
- 13.1.4.6 Standardized forms and protocols in the Commissioning Specifications to be used by Contractors in carrying out Contractors' commissioning activities.

13.1.5 Consultant shall attend meetings with the Architect as designated by Owner for discussion of Consultant's full and final Commissioning Specifications and to coordinate Commissioning Services during the construction phase. Consultant shall coordinate the performance of the Commissioning Services under this Phase 1 with the Architect's services, in order to obtain a SEED Award to the Owner for the Project and to provide all other Commissioning Services for the Project that may be required under the SEED program, consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080. When completed, the Project must exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules.

## 13.2 Phase 2 - Construction and Acceptance

13.2.1 Consultant shall finalize the development of Construction Phase Commissioning Plan developed under 13.1.3. Consultant shall deliver this final Construction Phase Commissioning Plan to Owner within 30 calendar days after the final bid package has been issued for bidding. Owner shall have 7 calendar days after receipt of the final Construction Phase Commissioning Plan to review and accept or reject the final plan. If Owner rejects the final Construction Phase Commissioning Plan, Consultant shall have 14 calendar days within which to revise and resubmit the final plan to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.2.1. Consultant shall perform the remaining Commissioning Services on the Systems in accordance with the accepted Construction Phase Commissioning Plan and detailed Commissioning Specifications.

13.2.2 Consultant shall be a resource to the Architect for questions and clarifications from Contractors regarding the commissioning process via the Request for Information ("RFI") process. Consultant shall coordinate the performance of the Commissioning Services to be performed in this Phase 2 with the Architect's services in order to obtain a SEED Award to the Owner for the Project, and provide all other Commissioning Services for the Project that may be required under the SEED program, consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080.

13.2.3 Consultant shall review and provide written comments to Owner on the schedule of commissioning activities prepared and submitted by Contractors, within 14 calendar days after Owner's request for comments on that schedule.

13.2.4 Consultant shall revise the final Construction Phase Commissioning Plan completed and accepted under Section 13.2.1 above if Owner determines such revisions are necessary, at no additional cost to the Owner.

13.2.5 Consultant shall plan and conduct a commissioning planning meeting with Owner, Architect and Contractor. The commissioning planning meeting shall be held no later than 14 days following request of Owner.

13.2.6 Consultant shall review the Contractor and/or subcontractor's submittals to Owner that are applicable to Systems being commissioned for Contractors' compliance with Commissioning Specifications developed under Phase 1. Consultant shall immediately notify Owner if any submittal is not in compliance with the Commissioning Specifications.

13.2.7 As the Project construction phases progress and until functional testing of Systems begins, Consultant shall visit the CCCF project site once each month, coordinating the visit date to coincide with regular construction team coordination meetings, in which Consultant shall participate, leading the commissioning coordination portion of those meetings. Additionally, Consultant shall walk through CCCF for general observation of conditions and shall be available to the Contractors for questions and clarification regarding their commissioning responsibilities. Consultant shall document site visits with "trip reports" submitted to Owner within 24 hours of each visit.

13.2.8 Consultant shall oversee functional testing of the direct digital control ("DDC") system to the extent necessary to determine that the control system can be used in the testing and balancing process for measurement and data collection. Provide a written recommendation to the Owner concerning the Owner's approval or disapproval for the use of the DDC system in the test and balance process.

13.2.9 Consultant shall review completed reports submitted by Contractors on air and water systems testing and balancing and indicate recommendation of approval or disapproval of these reports to the Owner. Consultant shall deliver written recommendation of report approval or disapproval within 14 calendar days after Consultant receives the completed reports.

13.2.10 With necessary assistance and review from installing contractors, Consultant shall write the functional performance test procedures for equipment and Systems testing as further described in Section 13.2.22 (the "Functional Performance Test Procedures"). Consultant shall deliver the Functional Performance Test Procedures to Owner within 30 calendar days after Consultant receives final approved shop drawings and submittals associated with all of the commissioned systems. Owner shall have 7 calendar days after receipt of the Functional Performance Test Procedures to review and accept or reject the procedures. If Owner rejects the procedures, Consultant shall have 21 calendar days within which to revise and resubmit the procedures to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.2.10.

13.2.11 Consultant shall analyze any functional System performance trend logs and monitoring data to verify Contractor(s) reported performance of the Systems.

13.2.12 Consultant shall direct, observe and approve functional performance tests of Systems as identified in Section 13.2.22 that are performed by Contractors installing the Systems. Direction, observation and approval activities for all subsequent tests, including retesting of failed tests or portions of tests and

including returning to the site if systems are not ready for testing at the time the Consultant was told that testing would begin, if needed, shall be considered additional services requiring prior written approval from the Owner, which may require a Contract amendment, before work begins.

13.2.13 Consultant shall maintain a master deficiency and resolution log (the "Master Deficiency & Resolution Log") and a separate testing record (the "Testing Record") for the System tests identified in Section 13.2.22. Consultant shall provide to the Owner's Project Manager written progress reports and test results with recommended actions on Systems testing as further described in Section 13.3.22. Consultant shall deliver progress report to Owner's Project Manager on a monthly basis following the start of testing. Consultant shall review System and/or associated equipment warranties and written schedules for maintenance of Systems to verify that the Owner's maintenance responsibilities are clearly defined. Consultant shall provide a written summary of all System warranties and maintenance schedules to Owner no later than 30 days following receipt of all warranties and schedules to be reviewed.

13.2.14 Consultant shall review and approve training plans provided to the Consultant by the Contractors. Consultant shall solicit input on the training plans from Owner's personnel, and compile documentation verifying that Owner's personnel have been trained on O&M of the Systems, and Owner's acceptance thereof. Consultant shall include a summary of this review and approval of training plans for each System, documentation of completed training for each System, and Owner's acceptance thereof, in the Consultant's final commissioning report described in Section 13.2.23 below.

13.2.15 Consultant shall compile and maintain organized and complete Commissioning Services record book(s). Consultant shall permit Owner to review the Commissioning Services record book(s) at any time.

13.2.16 Consultant shall review the O&M manuals and verify to Owner in the report required under Section 13.3, below, that they are complete.

13.2.17 Consultant shall provide a draft final commissioning report (the "Draft Commissioning Report") to Owner within 90 days of substantial completion of the Project. The Draft Commissioning Report shall include, at a minimum, the Consultant's initial observations, findings and test results obtained from Consultant's Commissioning Services under this Section 13.2

13.2.18 Within 6 weeks after the date of the Certificate of Occupancy, Consultant shall complete and deliver a written report to Owner that provides a detailed description of lessons learned during the performance of the Commissioning Services (the "Commissioning Lessons Learned Report"). Consultant shall provide recommendations in the report addressing how the commissioning process can be improved.

13.2.19 With the exception of the monthly site visits and Project meetings, the Consultant's construction phase activities shall be performed off-site and will include shop drawing reviews, O&M manual reviews, test and balancing plan and report reviews, outstanding issues log maintenance, etc., for equipment/ Systems testing.

13.2.20 Once verification testing begins, Consultant shall visit CCCF as scheduled by the Owner, in consultation with the Contractor(s), to observe specific System tests. To the extent possible, tests shall be scheduled and performed in logical "groups" to maximize Consultant's time and travel investment. All Systems scheduled to be tested shall be completely ready for testing. If it becomes apparent that a System being tested is unready, Consultant shall immediately halt the test procedure.

13.2.21 Owner agrees that System testing schedules shall be confirmed to the Consultant no later than 15 days prior to the scheduled tests for all tests that are not already scheduled in the test schedules determined under 13.2.20.

13.2.22 To the extent applicable to a specific System, Consultant shall observe performance of the following System tests:

- 13.2.22.1 VAV TERMINAL – Consultant shall observe all tests conducted on the variable air volume terminal units.
- 13.2.22.2 FAN COIL UNIT – Consultant shall observe all tests conducted on the fan coil units.
- 13.2.22.3 UNIT HEATER – Consultant shall observe all tests conducted on the unit heaters.
- 13.2.22.4 DOMESTIC HOT WATER – Consultant shall observe all tests conducted on only the building control system interface (if any interface is provided).
- 13.2.22.5 HEATING WATER PUMPS – Consultant shall observe all tests conducted on the heating water pumping system.
- 13.2.22.6 HEATING WATER TEMPERATURE CONTROL – Consultant shall observe all tests conducted on the heating water temperature control system.
- 13.2.22.7 CHILLED WATER TEMPERATURE CONTROL – Consultant shall observe all tests conducted on the chilled water temperature control system.
- 13.2.22.8 CHILLED WATER PUMPS – Consultant shall observe all tests conducted on the chilled water pump system.
- 13.2.22.9 EVAPORATIVE COOLING UNITS – Consultant shall observe all tests conducted on evaporative cooling units, which may be alternatively called energy recovery units.
- 13.2.22.10 AIR HANDLING UNIT – Consultant shall observe all tests conducted on air handling units, which may be alternatively called rooftop AHU's or VAV units (with chilled water and hot water coils).
- 13.2.22.11 MONITORED ALARMS – Consultant shall observe all tests conducted on the building control system alarms.
- 13.2.22.12 LIGHTING CONTROL – Consultant shall observe all tests conducted on the lighting control panels.
- 13.2.22.13 EMERGENCY POWER SYSTEM – DISTRIBUTION - Consultant shall observe all tests conducted on the emergency power system distribution equipment.
- 13.2.22.14 FIRE ALARM SYSTEM – CONTROL PANEL - Consultant shall observe all tests conducted on 30% of the fire alarm system control panels, and all device actuation tests conducted on 30% of ceiling smoke detectors and manual alarm switches. Owner anticipates that the Project Management Consultant, Vickers, Foster & Associates, shall observe all of the contractor point checkout

procedures prior to Consultant observing the tests and completing other Commissioning Services on the Fire Alarm system.

13.2.23 Consultant shall deliver to Owner a detailed report of all of the Consultant's observations, findings and test results arising from Consultant's Commissioning Services under this Section 13.2, no later than 5 calendar days following completion of each test (the "Final Commissioning Report"). Owner shall have 5 calendar days after receipt of the Final Commissioning Report to accept or reject the report. If Owner rejects the Final Commissioning Report, Consultant shall have 5 calendar days within which to revise and resubmit the report to Owner, at no additional cost to Owner, for review and acceptance or rejection in accordance with this Section 13.2.23. Consultant's Final Commissioning Report shall indicate whether performance tests were conducted in accordance with the Functional Performance Test Procedures created under Section 2.10.

13.2.24 Consultant shall compile and submit a Systems manual (the "Systems Manual"). The following components of the Systems Manual are organized and indexed by System into one compilation:

13.2.24.1 Performance Matrix/ Criteria.

13.2.24.2 Fire and life safety and emergency power criteria including a general strategy narrative, detailed sequences and an HVAC fire and emergency power response matrix describing the actions, responses, interlocks, restart routines, etc. during fire and power outage.

13.2.24.3 A description of and rationale for all energy saving features and strategies with operating instructions and caveats about their function and maintenance relative to energy use.

13.2.24.4 Recommendations for recalibration frequency of sensors and actuators by type and use and recommendations for frequency of retesting of equipment with reference to original test forms.

13.2.24.5 Description of the primary recommended standard trend logs in the control system (when one exists) that will assist in maintaining comfort, energy efficiency and system control. This will include sample plots with explanations of what to look for in the graphs.

13.2.24.6 Specific recommendations regarding seasonal operational issues that affect energy use.

13.2.24.7 A list of all user adjustable setpoints and reset schedules with a discussion of the purpose of each and the range of reasonable adjustments with energy implications and a schedule for their re-evaluation.

13.2.24.8 Guidelines for establishing and tracking benchmarks for whole building energy use and primary plant equipment efficiencies.

13.2.24.9 A list of diagnostic tools with use of descriptions to assist Owner's staff.

13.2.24.10 A Copy of the Final Commissioning Report.

### 13.3 Phase 3 - Warranty Period

13.3.1 Consultant shall observe and document the seasonal or deferred testing (as defined in the Construction Documents' Specifications) and deficiency corrections tests for those Systems described in Section 13.3.22 and provide the

final testing documentation to the Final Commissioning Report. Consultant shall continue to track deficiency resolution.

13.3.2 Consultant shall return to CCCF 10 months into the warranty period of the earliest accepted Systems and review with CCCF staff the current building operation and the condition of outstanding issues related to the original and seasonal Commissioning Services. Consultant shall also interview CCCF staff and identify problems or concerns they have operating the Systems as originally intended, make suggestions for improvements and for recording these changes in the O&M manuals and in the Final Commissioning Report for use in future projects, identify problem areas with Systems that may come under the System warranty or that have resulted from other causes, and assist CCCF staff in developing reports and documents and requests for services to remedy outstanding problems.

13.3.3 Consultant shall provide input for and review of the development of a preventative maintenance plan, a detailed operating plan, and an energy and resource management plan to be prepared by the Owner.

## 14 PROPOSAL CONTENTS

To be considered, Proposers must submit a complete response to this Request for Proposals in accordance with the requirements of Section 7, Proposal Format, and Section 14, Proposal Contents. Proposers shall submit a definite proposal for the services described in Section 13, above, providing a straightforward, concise description of their ability to meet the requirements of this solicitation, including resumes of key personnel. Proposers shall define their approach to each element of the Statement of Work. Proposers shall develop and submit a "Project Loading Chart" for the Project detailing staff classifications and estimated number of hours.

**Do not submit hourly rates or any other financial information. The evaluation process will not use cost as a criterion. Submission of cost information may be grounds for disqualification.**

- 14.1 List the key individual who will be the commissioning agent ("Commissioning Agent" or "CA") for these services and describe the CA's relevant qualifications and experience. This information is required in addition to any detailed resumes the proposer submits. Any resulting contract will require that this individual be committed to the Project for its duration.
- 14.2 Describe the relevant experience of supporting staff and subconsultants.
- 14.3 Describe approach to the Project.
- 14.4 Describe any experience of the proposer's team in the following areas:
  - 14.4.1 Test and balance. CA will review test and balance work by others.
  - 14.4.2 O&M.
  - 14.4.3 Life cycle costing.
  - 14.4.4 Energy efficient equipment design and control strategy optimization.
- 14.5 As an attachment outside the 12-page limit, provide the following and list the projects on which they were used:

- 14.5.1 An actual commissioning plan the Proposer's CA wrote and executed.
- 14.5.2 Commissioning specifications that the proposed CA or a member of the team has written.
- 14.5.3 An actual functional test procedure form written and executed by the proposed CA.

14.6 As an attachment outside the 12-page limit, provide project and professional references of three (3) commissioning projects in the past five years for which the proposed CA was the principal CA. Include the project name; completion date; names and telephone numbers of the mechanical designer, controls contractor manager, mechanical contractor, electrical contractor, owner's project manager, and owner's building manager. Describe the projects, including square footage and building systems commissioned. Identify when the Proposer's involvement in the project began. Describe the involvement of each individual of the Proposer's team in the project for the following areas: design, review, specification writing, commissioning, plan development, functional testing procedures, coordinating, functional testing, actually performing the functional testing, troubleshooting, project management, scheduling, O&M manuals review, O&M training.

## **15 PROPOSAL EVALUATION AND CONSULTANT SELECTION**

The consultant selection process shall be carried out under Oregon Administrative Rule Chapter 125, Division 25. Proposals shall be evaluated on completeness and quality of content, and on the likelihood of achieving DOC's objectives and timeframes.

It is the intent of the DOC to select as expeditiously as possible the most qualified consultant based on the consultant's demonstrated competence and qualifications to perform the professional services required at a fair and reasonable price. After the evaluation process is complete, contract negotiations with the highest ranked consultant shall be directed toward obtaining written agreement on the consultant's tasks, staffing, and a performance schedule; and a maximum, not-to-exceed contract price which is consistent with the consultant's proposal and fair and reasonable to DOC, taking into account the estimated value, scope, complexity, and nature of the professional services.

An evaluation committee shall review and score the proposals, and the final selection shall be made based upon the proposals' scores, unless interviews are conducted. Interviews are an option to be determined by the evaluation committee and may not be conducted. Therefore, proposals should be complete. Do not rely on the interview process to present your proposal.

If interviews are conducted, they shall be conducted with the top-ranked proposers at DOC's discretion. The evaluation committee shall decide on the number of highest scored proposers to be invited for an interview. The method of evaluation, content of interview questions, and other specifics shall be announced at the time proposers are invited for interview.

Upon identification of an apparent winner and notification of selection to all Proposers, DOC shall endeavor to contract with the highest ranking Proposer resultant from the proposal evaluation process (and interview process, if applicable) by negotiating the Scope of Work ("SOW") and the Project Loading Chart ("PLC"). If DOC and the highest ranking Proposer are not able to agree on the SOW and/or compensation within a measurable timeframe (e.g. 15 days), or such other time period determined by DOC under the circumstances then existing, DOC reserves the right to formally terminate

negotiations and pursue negotiation of a contract with the second highest ranking Proposer, and so forth, as necessary. Upon agreement with the selected Proposer, DOC and the Proposer shall execute a contract based on the sample contract attached as Attachment C.

#### 15.1 Technical Mandatories

Proposals not meeting all pass/fail and evaluation criteria cited below may be considered non-responsive and may be rejected. Each proposal must contain the desired information in the format specified and shall be evaluated in accordance with the following:

Five (5) Copies, No More Than 12 Pages (except Attachments specified in 14.5 and 14.6)	PASS/FAIL
Signed Cover Sheet (Attachment A)	PASS/FAIL
Signed Reference Check Release (Attachment B)	PASS/FAIL
Sample Commissioning Plan, specifications and test procedure form (14.5)	PASS/FAIL
References (3 CA Projects, 14.6)	PASS/FAIL
Resumes of Key Personnel	PASS/FAIL
Project Loading Chart	PASS/FAIL

#### 15.2 Evaluation Criteria

Each proposal shall be judged as a demonstration of the consultant's capabilities, experience and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Key Personnel Experience	25 Points
Staff and Subconsultant Experience	20 Points
Project Approach	15 Points
Work Experience	20 Points
Experience on Similar Projects	<u>20 Points</u>
<b>TOTAL</b>	<b>100 POINTS</b>

### 16 AUTHORIZED REPRESENTATIVE

DOC has identified Jim Poore, Project Manager, as DOC's Authorized Representative for project-related issues and any resulting contract, and to have general oversight of the Project. However, during the solicitation process, any questions regarding this Request

for Proposals, the proposed work and/or the proposal/qualification process, are to be directed to Kay Duffey, Contracts Coordinator (see Section 9).

## **17 INSURANCE REQUIREMENTS**

During the term of any contract resulting from this RFP, Consultant shall maintain in force, at its own expense, each insurance noted below. A Contract will not be executed, and DOC will not issue a notice to proceed, until acceptable proof of all required coverage is received.

- 17.1 **WORKERS' COMPENSATION.** All employers, including Consultant, the sub-consultants, if any, providing Services, labor or materials under this Contract in the State of Oregon, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.
- 17.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Any deductible shall not exceed \$50,000 each claim, incident, or occurrence.
- 17.3 **GENERAL LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Corrections and their divisions, officers and employees are Additional Insureds, but only with respect to the Consultant's services to be provided under this Contract.
- 17.4 **AUTOMOBILE LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- 17.5 **"TAIL" COVERAGE** - If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Evidence of suitable coverage will be a condition of final acceptance and payment under the Contract.
- 17.6 **NOTICE OF CANCELLATION OR CHANGE** - There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the Department of Corrections.

17.7 CERTIFICATES OF INSURANCE - As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Department of Corrections, Contracts Unit, 3601 State Street, Suite 280, Salem, OR 97301-5780 prior to commencing performance of the Services. The certificates will provide that, except as to Workers' Compensation coverage or Professional Liability/Errors & Omissions coverage, the particular policy has been endorsed/amended to name the State of Oregon, Department of Corrections and its divisions, officers and employees as "Additional Insureds" under the policy. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## 18 FOREIGN CONTRACTOR

If the successful Proposer is not domiciled in or registered to do business in the State of Oregon, Proposer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the successful Proposer's performance of any resulting Contract. Proposer shall demonstrate its legal capacity to perform the services set forth under the Scope of Work under this RFP in the State of Oregon prior to entering into any resulting Contract. The Oregon Secretary of State website can be accessed at <http://www.sos.state.or.us/>

## 19 PUBLIC RECORDS

This RFP and one copy of the subsequent selected proposal(s), together with copies of all documents pertaining to the award of a contract, shall be kept by DOC and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 92."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance", ORS 192.501(2). Therefore, nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include fee schedule information, which must be open to public inspection.

Identifying the proposal in total as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

## 20 RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**21 THE OREGON DEPARTMENT OF CORRECTIONS IS AN EQUAL OPPORTUNITY EMPLOYER** and is committed to achieve a workforce that represents the diversity of Oregon and being a leader in providing fair and equal employment opportunity for all interested applicants and employees. (DOC Policy 20.4.1)

Attachment A  
**STATEMENT OF PROPOSAL COVER SHEET**  
 Oregon Department of Corrections RFP #3091

Name of Firm: <small>(tax filing name)</small>	Address:
Contact Person:	Telephone #:
Fed Tax ID# or Soc Sec #: Oregon Certified Disadvantaged Business Enterprise? ~ Yes, # _____ ~ No	Fax #:
Business Designation (check one): <input type="checkbox"/> Corporation (what state? _____) <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	
For corporations not domiciled in Oregon: Oregon Secretary of State Business Registry # _____ (required)	
The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in Request for Proposals # 3091, and the attached sample contract: <b>Signature of Authorized Representative:</b>	
<b>Date:</b>	
<i>Print Name of Authorized Representative:</i>	
<i>Title:</i>	
<b>Provide at least three non-DOC references with telephone numbers, other than those listed in response to Item 14.6.</b>	
Reference # 1:	Telephone Number:
Project Title:	Consultant Contact Person:
Reference # 2:	Telephone Number:
Project Title:	Consultant Contact Person:
Reference # 3:	Telephone Number:
Project Title:	Consultant Contact Person:

**RFP #3091 – ATTACHMENT B**

**REQUEST AND AUTHORIZATION TO RELEASE  
INFORMATION, RELEASE OF LIABILITY/CLAIMS,  
AND AGREEMENT NOT TO SUE  
(This Form Will Be Provided To References)**

**To Whom It May Concern:**

I the undersigned, have submitted a response to a Request for Proposals (“RFP”) to contract with the State of Oregon, Department of Corrections (“DOC”). I request and authorize you to furnish to DOC any and all information you may have regarding my/my firm’s employment, including but not limited to, evaluations or assessments of my/my firm’s work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of DOC.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to DOC as requested. I further agree not to sue DOC, you, or any and all other persons employed by or connected with your agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to DOC.

I am aware and understand that the information and good faith opinions furnished to DOC pursuant to this request will remain confidential with DOC if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

---

*Signature of Authorized Representative* *Date*

---

*Name of Firm*

**Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.**

**STATE OF OREGON**  
**STANDARD PROFESSIONAL SERVICES CONTRACT**  
(A/E and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is between the State of Oregon, by and through its Oregon Department of Corrections, hereinafter called the “Owner”, and (Name of Firm or Individual to be Selected Pursuant to this Solicitation, Address, Phone, Fax, Federal I.D. #), hereinafter called the “Consultant” (collectively the "Parties"). This Contract pertains to the Expansion of Coffee Creek Correctional Facility (the “Project”).

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required State of Oregon approvals have been obtained. This date is known as the Contract “Effective Date.” No services shall be performed prior to the Contract Effective Date. The Contract shall expire, unless otherwise terminated or extended, on February 29, 2008. Generally, the services to be performed by the Consultant on the Project (the “Services”) consist of the following:

Commissioning Services in support of the planning and expansion of Owner’s Coffee Creek Correctional Institution located at Wilsonville, Oregon.

The Services are more specifically described in the EXHIBIT A, Statement of Work, attached hereto. The Owner agrees to pay Consultant a sum not to exceed \$(subject to negotiation) for performance of the Services, which shall include all allowable expenses. Consultant progress payments shall be made according to the schedule identified in EXHIBIT B, Consultant Compensation.

This Contract consists of the introductory provisions/signature page(s) of this Contract, Section 1-Relationship Of The Parties, Section 2-Consultant’s Professional Responsibility, Section 3-Responsibilities Of The Owner, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| EXHIBIT A: Statement of Work       | EXHIBIT D: Critical Date Schedule |
| EXHIBIT B: Consultant Compensation | EXHIBIT E: Code of Ethics         |
| EXHIBIT C: Insurance Provisions    |                                   |

**THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED STATE OF OREGON APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.**

---

Consultant	_____	_____
	Name/Title	Date
Department of Corrections	_____	_____
	Name/Title	Date
Department of Administrative Services	_____	_____
	Name/Title	Date
Department of Justice	_____	_____
Approved for Legal Sufficiency	Name/Title	Date

## 1. RELATIONSHIP OF THE PARTIES

1.1. The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to the Owner to carry out the activities of the Project, and to provide the technical documents and supervision to achieve the Owner's Project objectives.

1.2. In administering this Contract, the Owner may retain the services of an independent project manager, and potentially, other consultants as needed to fulfill the Owner's objectives.

1.3. The Consultant shall provide a list of all sub-consultants which the Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by the Owner. The Owner reserves the right to review the Sub-consultants proposed, and the Consultant shall not retain a Sub-consultant to which the Owner has a reasonable objection.

1.4. The Consultant shall provide to the Owner a list of the proposed key Project personnel of the Consultant and the Sub-consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. The Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel and Sub-consultants identified by Consultant. Therefore, Consultant shall make available key personnel and Sub-consultants as identified in its proposal. Any attempted substitution without written consent of Owner shall constitute a material breach of the Contract. In the event that key personnel or Sub-consultants become unavailable to Consultant, the Parties shall mutually agree upon appropriate replacements. Likewise, the Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with the Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

## 2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

2.1. By execution of this Contract, the Consultant agrees that:

2.1.1. The Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer a project having this scope and complexity; and will perform such services pursuant to the standard of care defined in Section 4.4.1 of this Contract.

2.1.2. The Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract.

2.1.3. The Consultant either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project. All specifications, and other documents prepared by the Consultant shall be prepared in accordance with this standard of care in an effort to accurately reflect, fully comply with and incorporate all such laws, rules, and regulations.

2.2. The Consultant hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all specifications and other documents pursuant to this Contract so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant, and that the Project, if constructed in accordance with the intent established by such specifications and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

2.3. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the specifications and other documents prepared by the Consultant, at no additional cost to the Owner. Except as provided in Supplemental Services within Exhibits A and B, the Consultant further agrees, at no additional cost to the Owner, to render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

## 3. RESPONSIBILITIES OF THE OWNER

The Owner's responsibilities under this Contract are set forth in the Statement of Work.

#### 4. GENERAL CONTRACT PROVISIONS

**4.1. Contract Performance.** The Consultant shall at all times perform the services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's Services set forth in Exhibit A. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

**4.2. Access to Records.** For not less than three (3) years after the Contract's expiration, the Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide the Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

**4.3. Funds Available and Authorized.** Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

#### 4.4. Representations and Warranties.

**4.4.1. Consultant's Representations and Warranties: Standard of Care.** Consultant represents and warrants to Owner that: (i) Consultant has the power and authority to enter into and perform this Contract; (ii) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (iii) Consultant shall, at all times during the term of this Contract be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent; and (iv) the Services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

**4.4.2. Consultant's Year 2000 Representations and Warranties.** Consultant represents and warrants to Owner that the "Automated Systems" specified, designated and planned pursuant to this Contract shall correctly process, sequence and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and operate in conformance with specifications herein agreed upon without change or degradation prior to, during or after the year 2000 a.d.. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire/life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

**4.4.3. Representations and Warranties Cumulative.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations and warranties provided herein.

**4.5. Insurance and Indemnity.** Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract, as set forth in Exhibit C-Insurance Provisions. The Consultant shall indemnify, defend, save, and hold harmless the State of Oregon from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

**4.5.1. Claims Other than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the State of Oregon and the Owner, its officers, agents, and employees, from

all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant or its Sub-consultants, subcontractors, agents, or employees under this Contract.

**4.5.2. Claims for Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the State of Oregon and the Owner, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts of the Consultant or its Sub-consultants, subcontractors, agents, or employees in performance of professional services under this Contract.

#### **4.6. Employment Status.**

4.6.1. Consultant is not an officer, employee, or agent of the State of Oregon or Owner as those terms are used in ORS 30.265. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right (i) to set the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services.

4.6.2. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

**4.7. Successors & Assignments.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. After the original Contract is executed, the Consultant shall not enter into any new Sub-consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the Owner.

#### **4.8. Compliance with Applicable Law.**

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services under this Contract. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

**4.9. Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, the it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### **4.10. Tax Compliance Certification**

4.10.1. By signature on this Contract, the undersigned hereby swears or affirms under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and has authority and knowledge regarding the payment of taxes, and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For the purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1

emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue ( Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transportation District of Oregon (“Tri-Met”) Employer Payroll Tax, and Tri-Met Self-Employment Tax).

**4.11. Severability.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**4.12. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**4.13. Waiver.** The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

**4.14. Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Consultant. Consultant's services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of services hereunder.

**4.15. Ownership and Use of Work Product.**

4.15.1. Copies of plans, specifications, reports, or other materials required to be delivered under this Contract, whether completed, partially completed or in draft form (the "Work Product") shall be the exclusive property of Owner. The Owner and the Consultant intend that such Work Product be deemed “work made for hire”, for which the Owner shall be deemed the author. If for any reason such Work Product is not deemed “work made for hire”, the Consultant

hereby irrevocably assigns to the Owner all of Consultant's right, title and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Consultant shall execute such further documents and instruments as the Owner may reasonably request in order to fully vest such rights in the Owner. The Consultant forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use of subsequent modifications.

4.15.2. The Consultant, despite other conditions of this Section, shall have the right to utilize such Work Product on its brochures or other literature that it may utilize for its sales and in addition, unless specifically otherwise exempted, the Consultant may use standard line drawings, specifications and calculations on other unrelated projects.

4.15.3. If the Owner reuses or modifies the Work Product without the Consultant's involvement or prior written consent, to the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the Owner shall indemnify, within the limits of the Tort Claims Act, the Consultant against liability for damage to life or property arising from the Owner's reuse or modification of the Work Product, provided the Owner shall not be required to indemnify the Consultant for any such liability arising out of the negligence or other misconduct of the Consultant or the Consultant's employees or agents.

**4.16. Termination.**

4.16.1. Parties Right to Terminate for Convenience. This Contract may be terminated by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract by written notice to the Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited, or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds any license or certificate that is required to perform the Services;

4.16.3.4. Consultant fails to provide the Services called for in Exhibit A within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by the Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within 15 calendar days after receiving written notice from Consultant of such failure to make payment.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within 10 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by the Owner, Consultant shall upon termination, deliver to the Owner all then existing Work Product and other property that, if the Contract had been completed, would be required to be furnished to the Owner. By Consultant's signature on this Contract, Consultant allows Owner to use said Work Product and other property for Owner's intended use. The rights and remedies of the Owner provided in this Section 4.16-Termination related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under 4.16.3.1 where no payment will be due and payable for services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Contract Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by the Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

4.16.7.2. In the event of termination pursuant to section 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively and/or in any order whatsoever. If it is determined for any reason that Consultant was not in default under section 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17 **Foreign Contractor**. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly

provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

**4.18 Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A to this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A to this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**Exhibits A through E are attached:**

**4.19 Media Contacts; Confidentiality.** Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without the Owner's prior written authorization. Furthermore, except in the case where the Owner specifically authorizes disclosure of the Owner's confidential information in writing, Consultant shall maintain the confidentiality of the Owner's information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require of the Sub-consultants similar agreements to maintain the confidentiality of information of Owner.

**4.20 Conflict of Interest.** Except with Owner's prior written consent, Consultant shall not engage

**STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
EXHIBIT A  
STATEMENT OF WORK**

The Owner and the Consultant agree that the following Services shall be provided by the Consultant for the design and/or construction administration of the Project. The completed Project is intended to be part of a functional structure and improved site that can be legally occupied and fully used for the intended functions as constructed.

(For purposes of this Contract, “Basic Services” are those Services described in Phases 1 through 6 of this Exhibit A, “Supplemental Services” are those Services described in Phase 7 of this Exhibit A, and “Reimbursable Expenses” are those expenses described in section B.2 of Exhibit B-Consultant Compensation, and further defined in section B.1.03 of Exhibit B-Consultant Compensation)

**PROJECT DESCRIPTION:**

The CCCF Expansion Project will consist of construction of a new minimum-security 108-bed dormitory housing unit and two new medium-security 108-bed celled housing units.

The Consultant’s Commissioning Services at CCCF will consist of identifying and recommending cost-effective system solutions for Project design elements and systematically documenting that specified components and systems have been installed and started up correctly and functionally tested for proper operation through all modes and conditions of operation. In addition, Consultant’s Commissioning Services will consist of verifying and documenting that Consultant has reviewed Owner-personnel training and final Operation & Maintenance (“O&M”) documents for each commissioned system and that these documents are complete. Consultant shall carry out the Commissioning Services to verify that all commissioned Systems are complete and functioning properly upon occupancy and at a specified time thereafter.

**PROJECT PHILOSOPHY:** The Consultant commits to oversee and direct the design of the Project to obtain the greatest long-term value for the State of Oregon, and which reflects the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing this goal, the Consultant, with the Owner's assistance, commits to:

- a. Develop a design that is appropriate for the context of the Project and the nature of its function, both present and future.
- b. Avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole.
- c. Help assure the Project is completed on time and within budget.
- d. Strive to reduce the construction cost of the Project, while keeping life-cycle costs low.
- e. Apprise the Owner throughout the Project concerning the economic impact of all design decisions.

Representatives of the Parties for this Contract and the Project shall be:

Consultant: (To be determined)

Telephone:

Owner: Jim Poore, Project Manager

Telephone: (503) 373-1572x7117

The Services to be provided for each phase of the Project are described below:

**(Please refer to Section 12, Scope of Work, and Section 13, Services to be Provided, of the Oregon Department of Corrections, Facilities Services RFP #3091 for a detailed description of the Services to be provided under this Contract; said Section 12, Scope of Work, and**

**Section 13, Services to be Provided, are incorporated herein by this reference. The Services described in the above-referenced Section 12, Scope of Work, and Section 13, Services to be Provided, of RFP #3091 are subject to modification during the negotiation phase of this solicitation.)**

STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
**EXHIBIT B**  
**CONSULTANT COMPENSATION**

**(NOTE TO PROPOSERS: THIS EXHIBIT B IS SUBJECT TO MODIFICATION DURING THE NEGOTIATION PROCESS WITH THE SUCCESSFUL PROPOSER.)**

**B.1 BASIS OF COMPENSATION**

B.1.01 The Owner shall compensate the Consultant for the performance of Services set forth in the Statement of Work, as defined in Exhibit A, as follows:

A maximum not-to-exceed amount of \$\_\_\_\_\_, which includes a fixed amount of \$\_\_\_\_\_ for the Commissioning Services, \$\_\_\_\_\_ for non-travel-related reimbursable expenses as set forth in Section B.2, and an Owner-Controlled Contingency Fund in the amount of \$(Owner's option)\_\_\_\_\_. The Owner-Controlled Contingency Fund can only be expended upon written authorization of the Owner.

B.1.02 Payment for all Commissioning Services performed and for Reimbursable Expenses under this Contract shall be subject to the provisions of ORS 293.462 concerning payment of overdue account charges, and shall not exceed the amounts indicated in Section B.1.01, above. Payments for Commissioning Services shall be made monthly following Owner's review and approval of invoices, which will include total contract amounts, and amounts billed and paid to date submitted by Consultant, and Owner's acceptance and approval of the Commissioning Services. Monthly payments shall be in proportion to the Commissioning Services completed and accepted by Owner within each Phase of Commissioning Services, as indicated in the invoice. Total compensation for all Commissioning Services shall not exceed the following fixed dollar amounts calculated by multiplying the applicable percentage allocated to each Phase by the fixed price amount indicated in Section B.1.01:

<u>PHASE</u>	<u>Percentage of Total Project</u>	<u>Portion of Price</u>
Construction Documents Development Phase	14%	
Construction and Acceptance Phase	75%	
Warranty Period Phase	11%	
<b>TOTAL</b>	<b>100%</b>	
Reimbursable Expenses		
Owner-Controlled Contingency Fund		
<b>GRAND TOTAL</b>		

Consultant shall deliver to Owner all the work products and services called for in each Phase of the Commissioning Services and fully perform each Phase as described in Exhibit A, above, for a dollar amount not to exceed the total dollar amount allocated to that Phase as indicated above.

B.1.03 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the compensation amount set forth in Section B.1.01, above. If this compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Consultant performs Commissioning Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract of the upcoming expiration of the

Contract, in writing, thirty (30) days before the Contract expires. No payment will be made for any Commissioning Services performed before the effective date or after the expiration date of the Contract.

- B.1.04 Consultant shall submit monthly invoices for Commissioning Services performed. The invoices shall describe all Commissioning Services performed with particularity, including the applicable Bid Package, and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Invoices for Commissioning Services under a specific Phase shall be for completed Commissioning Services only and shall indicate the percentage of the total Commissioning Services for that Phase that the amount invoiced represents. Invoices also shall indicate the total percentage of Commissioning Services for that Phase that has been completed up to the date of the invoice. The invoices also shall include the total contract amounts, amounts invoiced to date by Consultant prior to the current invoice and remaining contract balance. Consultant shall specifically note in the appropriate invoice when one-third and two-thirds of the Contract's maximum not-to-exceed amount, including expense reimbursement if any, has been expended. Contractor shall send invoices to Owner's Representative identified in this Contract.
- B.1.05 Reimbursable expenses, described in paragraphs B.2.01 and B.2.02, shall be defined as the direct cost expended by the Consultant, the Consultant's employees and subconsultants in the interest of the Project, excluding travel.
- B.1.06 The Owner and Consultant agree in accordance with the terms and conditions of this Contract that if the scope of the Project or if the Consultant's Commissioning Services is changed materially, the Consultant shall submit a written request to Owner for a Contract amendment. Any amendment must be valid and binding before additional services are provided and compensation is adjusted. Any amendment, if made, shall be valid and binding only if it is signed by all parties to this Contract and all required state approvals have been obtained.

## **B.2 REIMBURSABLE EXPENSES**

- B.2.01 Reimbursable Expenses are in addition to the Compensation for Commissioning Services and include actual expenditures made by the Consultant, the Consultant's employees and the Sub-consultants in the interest of the Project for the expenses listed in the following Subparagraphs. Travel expenses will not be reimbursed.
- a. Long distance communications.
  - b. Expense of reproductions, postage and handling of Specifications and other documents, excluding reproductions for the office use of the Consultant and the subconsultants.
  - c. Expense of data processing and photographic production techniques when used in connection with Supplemental Services.
  - d. Expense of renderings, models and mock-ups requested by the Owner.
- B.2.02 Reimbursable expenses are included in the total amount payable, as set forth in paragraph B.1.01 of this Exhibit B, shall not exceed \$\_\_\_\_\_ without prior authorization by the Owner.

STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
**EXHIBIT C**  
**INSURANCE PROVISIONS**

During the term of this Contract, or such other time period provided herein, the Consultant shall maintain in force at its own expense, each insurance noted below:

- C.1.01  **Required by the Owner of Consultants with one or more workers, as defined by ORS 656.027.**

**WORKERS' COMPENSATION.** All employers, including Consultant, the sub-consultants, if any, providing Services, labor or materials under this Contract in the State of Oregon, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

- C.1.02  **Required by the Owner**  **Not required by the Owner**

**PROFESSIONAL LIABILITY/ERRORS & OMISSIONS** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Any deductible shall not exceed \$50,000 each claim, incident, or occurrence.

- C.1.03  **Required by the Owner**  **Not required by the Owner**

**GENERAL LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Corrections and their divisions, officers and employees are Additional Insureds, but only with respect to the Consultant's services to be provided under this Contract.

- C.1.04  **Required by the Owner**  **Not required by the Owner**

**AUTOMOBILE LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

- C.1.05 **"TAIL" COVERAGE** - If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Evidence of suitable coverage will be a condition of final acceptance and payment under the Contract.

- C.1.06 **NOTICE OF CANCELLATION OR CHANGE** - There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30

days written notice from the Consultant or its insurer(s) to the Department of Corrections.

C.1.07

**Certificates of Insurance** - As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Department of Corrections, Contracts Unit, 3601 State Street, Suite 280, Salem, OR 97301-5780 prior to commencing performance of the Services. The certificates will provide that, except as to Workers' Compensation coverage or Professional Liability/Errors & Omissions coverage, the particular policy has been endorsed/amended to name the State of Oregon, Department of Corrections and its divisions, officers and employees as "Additional Insureds" under the policy. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
**EXHIBIT D**  
**CRITICAL DATE SCHEDULE**

**Note to Proposers: The Critical Date Schedule will be finalized following contract negotiation with the selected Proposer.**

Award Commissioning Contract	December 2004
Complete Construction Documents	April 2005
Construction Begins	July 2005
Complete Construction of CCCF Expansion Minimum	July 2006
Complete Construction of CCCF Expansion Medium	January 2006
Warranty Period Ends for CCCF Expansion Minimum	June 2007
Warranty Period Ends for CCCF Expansion Medium	December 2008

**EXHIBIT E**

**Department of Corrections  
Code of Ethics**

[Consultant must read and sign pursuant to Department of Corrections Policy 20.1.2(c)]

As an employee, volunteer or contract service provider of the Oregon Department of Corrections, I will value and maintain the highest ideals of professional and compassionate public service by respecting the dignity, cultural diversity and human rights of all persons, and protecting the safety and welfare of the public.

I accept that my fundamental duty is to serve the public; to safeguard lives and property, to protect Department of Corrections incarcerated persons against deception, oppression or intimidation, violence or disorder.

I will be constantly mindful of the welfare of others. To the best of my ability, I will remain calm in the face of danger and maintain self-restraint in the face of scorn or ridicule.

I will be honest and truthful. I will be exemplary in obeying the law, following the regulations of the department, and reporting dishonest or unethical conduct.

I acknowledge that I have been selected for a position of public trust and I will constantly strive to be worthy of that trust and to be true to the mission and values of the Department of Corrections.

---

**Consultant's Signature      Date**