

MORROW COUNTY

**REQUEST FOR PROPOSALS:
TRAFFIC ENGINEERING CONSULTANT**

**PROPOSAL DUE DATE AND TIME:
JULY 19, 2024, 2:00 P.M.**



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ABSTRACT

Morrow County is requesting Proposals from qualified professional transportation engineering firms to provide on-call traffic engineering services for land use applications submitted to Morrow County. The County intends to award a contract to one consultant. The County's need for services will fluctuate and therefore no minimum or maximum amount of work is guaranteed. Interested parties should submit a proposal that includes all the information described in this RFP.

The contract will be awarded for a duration of four years, beginning September 1, 2024, and ending July 31, 2028. Contract may also be extended by mutual consent.

1. CONTACT

Interested bidders should submit their proposals to Morrow County c/o Tamra Mabbott at Morrow County Government Center 215 NE Main Avenue, Irrigon, OR 97844 no later than **2:00 p.m., July 19, 2024**, via hand delivery, email, U.S. Postal Service, FedEx or UPS.

Contact Tamra Mabbott, County Planning Director for information regarding this process by email at tmabbott@co.morrow.or.us, or by phone at 541-922-4624. If proposers have questions regarding this solicitation, questions shall be submitted in writing to Ms. Mabbott. All responses will be issued by email.

2. GENERAL

2.1 Schedule of Events

Event	Deadline
Request for Proposals issued	June 25, 2024
Deadline for Proposer's written questions and requests	July 8, 2024
Deadline for proposals	July 19, 2024 @ 2:00 PM
Notification of finalists	July 24, 2024
Interviews and/or demonstrations scheduled, if deemed necessary	July 30-31, 2024
Notice of intent to award issued	August 5, 2024 (approx.)
Contract signed	August 21, 2024 (approx.)
Contract Duration	September 1, 2024- July 31, 2028

The Schedule of Events is subject to change. The County will notify all respondents if there are any changes to the schedule.

2.2 Proposal Deadline

Proposals may be sent to the Administrative Contact. Faxed proposals will not be accepted. All proposals after the date and time indicated above will not be opened or considered.

2.3 Administrative Contact Name: Tamra Mabbott

Title: Planning Director

E-Mail: tmabbott@co.morrow.or.us

Mailing Address:

Tamra Mabbott, Planning Director, Morrow County
Morrow County Government Center
215 NE Main Ave., Irrigon, OR 97844

2.4 Right to Retain

Morrow County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Morrow County and the Proposer selected.

2.5 Cost of Preparing Proposal

Morrow County will not pay any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

3. SCOPE OF WORK

3.1 Scope of Work: On-Call Services

This scope includes providing services on an on-call basis for review of Traffic Impact Analysis (TIA) reports submitted to Morrow County for land use applications. Review of TIAs will include confirming consistency with the Morrow County Zoning Ordinance (MCZO), Morrow County Subdivision Ordinance, and the Morrow County Transportation System Plan (TSP) as well as engineering best practices. The scope also includes potential review of pre-application submittals, review of land use applications, providing traffic-related recommendations for conditions of approval on land use applications. Occasional attendance at Planning Commission, Board of County Commissioners, or other advisory committee meetings may be required. Meetings, conversations, and other communications with County staff and consultants will be required on an as-needed basis.

3.2 Pre-Application Review

Consultant may be required to attend or provide written guidance for pre-application conferences. Consultant may be requested to advise staff on whether a development is exempt from traffic analysis or develop the appropriate scope of work for a TIA required by the MCZO.

3.3 TIA Review and Recommendations

TIAs may be required for Zoning Permits, Site Plan Review, Conditional Use Permits, Subdivisions, Zone Change Applications, Comprehensive Plan Amendments, and other land use applications. Consultant will provide the following services:

- Conduct on-call review of TIAs for applicable land use applications.
- Provide a written memorandum regarding the TIA's conformance to applicable criteria identified in Morrow County's adopted codes and TSP.
- Suggest revisions to TIA and/or conditions of approval to County staff for project.
- Work with County staff to craft appropriate conditions of approval for land use applications.
- Coordinate with Public Works to support the preparation of Road Use Agreements and recommend mitigation for anticipated construction impacts.
- Occasionally may work with County staff and County land use council on land use appeals, legislative actions, capital improvement planning, and transportation-related amendments to the MCZO and/or TSP.

3.4 Meetings

Represent the County at public Planning Commission, Board of Commissioners, or other advisory meetings as needed. Be available for conversations, communications, and meetings with County staff and applicants' consultants on an as-needed basis as directed or approved by the County.

4. REQUIRED SUBMITTALS

4.1 Quantity of Proposals

Interested bidders should address their proposals to Morrow County, c/o Tamra Mabbott, Planning Director at Morrow County Government Center 215 NE Main Ave., Irrigon, OR 97844 and submit them no later than **2:00 p.m., July 19, 2024**. Electronic proposals shall be in PDF format and included as an attachment(s) in an email sent to tmabbott@co.morrow.or.us. The email subject line should contain the phrase "RFP – Traffic Engineering Consultant" – (Proposer's Company Name). Electronic Proposals submitted and received at this email address by the due date and time will be considered. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above.

Submit one (electronic proposal via email to the email address of the Administrative Contact. Hard copies may be submitted in addition to an electronic copy. Proposals should contain the submittals listed in this section and any other information not requested that illustrates qualifications and content from the Proposer.

Contact Tamra Mabbott, County Planning Director, for information regarding this process by email at tmabbott@co.morrow.or.us or by phone at (541) 676-2529. If Proposers have questions regarding this solicitation, questions shall be submitted in writing to Ms. Mabbott. All responses will be issued by email.

4.2 Required Submittals

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-responsive. If any part of a proposal is claimed exempt from disclosure, the Proposer must separately submit the material along with the Proposal and have it clearly marked as "Proprietary Information, Confidentially Requested."

4.2.1 Cover Letter

A cover letter should not be more than two (2) pages long and should include as a minimum the following:

- a. A statement of the Proposer's understanding of the services to be performed;
- b. A statement of the Proposer's experience and ability to meet the Scope of Work;
- c. A positive commitment to perform the services within the time period specified; and
- d. The names of persons authorized to represent the Proposer, their title, mailing address, email address, and telephone number (if different from the individual who signs the transmittal letter).

4.2.2 General Information

- a) Name of Proposer (individual or firm).
- b) Address
- c) Federal Employer Identification Number.
- d) Length of time in business.
- e) Whether the Proposer is local, regional or national.

- f) Location of the office from which the work is to be done (hereafter referred to as the “local office”).
- g) If the Proposer is a firm, description of the organization, size, structure and office locations(s). Identification of principal supervisory and managerial staff assigned.
- h) Indicate, if appropriate, Opportunity/Affirmative Action Policy, if the firm has one.
- i) Description of the Proposer’s experience.
- j) The Proposer shall identify at least three (3) public entities for which the Proposer provides, or has provided, on-call transportation engineering consultation services.
- k) The Proposer shall include a statement describing the firm’s background and capabilities to perform the described scope of work. Include the specific resources and personnel available to perform the work for the duration of the contract.
- l) Fee schedule identifying the hourly rate of pay for all parties who will perform the scope of work for the duration of the contract.
- m) Detail internal procedures and/or policies associated or related to work quality and cost control.
- n) Resumes of outside consultants identified to perform the Scope of Work, if applicable. The description should include Professional and educational background of each consultant or designed, position in firm, years and types of experience, overall supervision to be exercised, and prior experience of the individual consultants with respect to the required experience listed above.
- o) Identify the steps Proposer is prepared to take to avoid a conflict of interest or an appearance of a conflict of interest if the firm undertakes transportation planning work for developers.
- p) Identification of any complaints to liability carriers, legal action, including lawsuits, administrative complaints, etc., in the past five years.
- q) Any other information that would help in the evaluation of the Proposer for this contract.

4.2.3 CUSTOMER SUPPORT

Morrow County operates on Pacific Standard Time (PST) and has primary hours of operation Monday through Friday from 8:00 a.m. to 5:00 p.m., with some departments having extended hours of operation. Morrow County business offices are closed on weekends and U.S. holidays. Please identify how Proposer will provide customer support during the study and assessment.

4.2.4 PROPOSAL LENGTH

The Cover Letter should be two (2) pages max and the proposal focusing on the evaluation criteria should be eight (8) pages max. Resumes and Certificate(s) of Insurance do not count towards page totals.

5. SUBMISSION

Electronic proposals should be in PDF format and included as an attachment(s) in an email sent to tmabbott@co.morrow.or.us. The email subject line should contain the phrase “RFP – Traffic Engineering Consultant – (Proposer’s Company Name).” As for any electronic Proposals submitted, only those proposals received at this email address by the due date and time will be considered. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above. Allow adequate time to verify receipt in the event the email is blocked, or the size exceeds allowable transmission limits.

6. EVALUATION

The status of review and evaluation are as follows:

6.1 Selection and Evaluation Process

Morrow County will review proposals and may follow up with interview questions. A final group of Proposers may be asked to interview with the Selection and Ranking Committee. After the

final interviews, if required, the Morrow County Board of Commissioners may award the contract. Proposals will be reviewed in accordance with the following criteria:

- A. History working in Eastern Oregon, for Morrow County, or for other public entities in rural Oregon.
- B. Experience of your proposed team and their history of providing traffic engineering consulting services. Please include 3-5 references.
- C. Proposed Approach and Workplan.
- D. Proposed Cost Estimate for ongoing services. Final amount subject to negotiation.

6.2 Proposal Validity Period

Each proposal shall be irrevocable for a period of at least ninety (90) days from the proposal opening date.

6.3 Competency of Proposals

To enable Morrow County to evaluate the responsibility and financial stability of a Proposer, the qualifying and accepted Proposer shall upon request furnish such information as reasonably necessary.

6.4 Reservation in Evaluation Morrow County reserves the right to:

- Request “Best and Final Offers” from the two highest scoring Proposers and award to the lowest priced.
- Reassess the proposals and award to the Proposer determined to best meet the overall needs of Morrow County.
- Commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all responsible Proposers within the competitive range, and negotiate with a Proposer over:
 - The Scope of Work.
 - The contract price as it is affected by negotiating the Scope of Work; and
 - Any other Terms and conditions as determined by Morrow County.

6.5 Investigation of References

Morrow County reserves the right to investigate and to consider the references and past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. Morrow County may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

6.6 Preferences

Notwithstanding provisions of law requiring the County to award a contract to the lowest responsible bidder or best Proposer or provider, when procuring goods and services for any public use, the County shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

6.7 Contract Award

The contract will be awarded to the responsible Proposer whose Proposal Morrow County determines in writing is the most advantageous to Morrow County. If a successful contract cannot

be completed after the award, Morrow County may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with other Proposer(s) for award. The contract will include items similar to those shown in the attachment.

6.8 Proposal Rejections

Morrow County reserves the right to:

- Reject any proposals not in compliance with all public procedures and requirements.
- Reject any proposal(s) not meeting the specifications set forth herein.
- Waive any and all irregularities in proposals submitted.
- Consider the competency of Proposers in making any award.
- Reject all proposals.
- Award any and all parts of any proposals; and
- Request additional references.

7. APPLICABLE STATUTES AND RULES

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and the Morrow County Contracting Rules.

7.1 Communications During RFP Process

To ensure a fair and competitive environment, direct communications between Morrow County staff other than the Administrative Contact and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP County process or the award of a contract is strictly prohibited.

7.2 Questions and Requests

Any Proposer requiring further clarification of the proposal procedures contained herein should submit specific questions in writing to:

Name: Tamra Mabbott

Title: Planning Director Email: tmabbott@co.morrow.or.us

The email subject line should contain the phrase “RFP – Traffic Engineering Consultant – Proposer’s Company Name.” A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all individuals or firms in receipt of this RFP.

7.3 Addenda

Only documents issued as written addenda by Morrow County serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. The addenda will be posted and made available at all electronic and physical locations where this Solicitation Document may be reviewed.

PROPOSAL FORM

Responses to the Morrow County Traffic Engineering Consultant Request for Proposals (RFP) must contain a signed photocopy of this page.

Firm Name: _____

The Undersigned offers and agrees to provide on-call Transportation Engineering Consultation Services.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other no-job-related factors.

Oregon Business ID Number: _____

Oregon Professional Engineering #: _____ Exp: _____

(use point of contact or firm principal)

_____ Resident Firm	_____ Non-Resident Firm	_____ Other
_____ Corporation	_____ Sole-Proprietor	
_____ Partnership	_____ Joint Venture	

Has your firm ever been disqualified by a government agency from bidding or proposing on a public project? _____? (yes/no)? If the answer is yes, explain the circumstances, project, contracting agency, and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

Has your firm ever been terminated from a public contract? _____(yes/no). If the answer is yes, explain the circumstances, project, contracting agency, and date. State the reason for termination. Use additional sheets if required.

Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a contraction contract? _____(yes/no). if the answer is yes, provide a full explanation on a separate sheet entitled "Claims."

Firm Name: _____ Phone _____

Address: _____

By (Print): _____ Title: _____

Signed: _____ Date: _____

This form must be signed in ink, or digitally, and returned with the proposal.

Exhibit A - Bidder/Proposer Residency Statement

Pursuant to ORS 279A.120, Oregon’s reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, “Resident Bidder/proposer” means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a “Resident Bidder/proposer”. A “non-resident Bidder/proposer” is a bidder/proposer who does not meet the definition of a “resident Bidder/proposer” as stated above.

The bidder is Resident ___ or Non-Resident ___ and is a resident of _____ (State) as set forth above.

If a Resident Bidder/proposer, enter your Oregon Business address below:

Certificate of Non-discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer the bidder/proposer hereby certifies to Morrow County Government that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Bidder/proposer hereby certifies that the information provided above is true and accurate.

Bidder Company Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code** _____

Toll Free Telephone: _____ **Telephone:** _____ **FAX:** _____

Federal I.D. or Social Security No.: _____ **Email:** _____

Type or Print Name of Person Signing: _____

Title: _____

Authorized Signature: _____

This form must be signed in ink, or digitally, and returned with the proposal.

Exhibit B - Insurance Requirements

Insurance Coverage. The Contractor shall procure and maintain at its expense during the Period of Performance and hereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Agreement., whether performed by the Contractor or a Contractor or a person or an entity for which either of them may be responsible.

Workers' Compensation Insurance, if required by law, with statutory limits.

Employers' Liability Insurance, if employees are employed for other than secretarial or bookkeeping services Contractor must buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations, and coverage for explosion, collapse, and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate applicable specifically to the Project, \$2,000,000 personal and advertising injury and \$2,000,000 Products and Completed Operations.

Business automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident.

Deductibles. The Contractor shall pay all deductibles on all policies required by Paragraph 1.

Waivers of subrogation RE Liability Insurance. The Workers' Compensation and Employers' Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

Cross-Liability coverage. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverage as would be achieved under the standard International Organization for Standardization ("ISO") separations of insured's clause.

Additional Insured. The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insured endorsement CG 20 10 11 85 or a substitute providing equivalent coverage. Such coverage provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverage as the coverage provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as "Named Insureds," as expressly stated in endorsements and be maintained for the same durations as the coverage provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to the "ongoing operations." Notwithstanding the foregoing, this Paragraph shall not be

construed to require the Contractor to provide insurance coverage for the additional insureds in a way or to an extent that results in a violation of ORS 30.140.

Duration of Coverage. The insurance coverage required shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the services under the Agreement. All other policies shall be in effect as of the date of commencement of the Contractor's services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after the final payment to the Owner's prime contractor on the Project and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or non-conforming Work, provided that the Professional Liability Policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

Proof of Insurance. The Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Exhibit C. If any of the required coverages are to renew during the period when such coverage is to remain in effect or are required to remain in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Contractor's final invoice.

Effect of No or Insufficient Insurance. The Contractor's failure to comply with the requirements of this Exhibit B shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Contractor pursuant to this Exhibit C and charge such costs thereof to the Contractor. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

Limitation of This Exhibit. Nothing in this Exhibit B shall negate, abridge or reduce the Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Exhibit B being limited to setting out the Contractor's express obligations with respect to insurance.

--ADVERTISEMENT --

MORROW COUNTY

REQUEST FOR PROPOSALS:

ON-CALL TRAFFIC ENGINEERING CONSULTANT

Morrow County, Oregon, a local county government seeks Requests for Proposals for an on-call traffic engineering consultant.

Proposals will be considered based upon the following general evaluation criteria: Fee Schedule; Qualifications; Experience; References; and Approach and Work Plan. Additional information, including a project description, the scope of work, submission requirements, and details on how the proposal evaluation criteria are weighted is included in the Request for Proposals solicitation document.

Copies of the Request for Proposals solicitation document may be obtained from the Morrow County Planning Department, Morrow County Government Center 215 NE Main Ave., Irrigon, OR 97844, or online at www.co.morrow.or.us/rfps. Complete proposals will be accepted via email at: tmabbott@co.morrow.or.us no later than **2:00 p.m., July 19, 2024**. Questions or concerns may be addressed to Tamra Mabbott, Planning Director, at (541) 676-2529.