

Klamath Project Drought Response Agency

PO Box 1944

Klamath Falls, OR 97603

2026 REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

The Klamath Project Drought Response Agency ("KPDRA") administers drought response and water supply management programs in the Klamath Reclamation Project and anticipates the need for engineering assistance in connection with program design, implementation, verification, monitoring, and related technical support.

KPDRA invites written proposals from qualified engineering firms to provide engineering services in support of drought relief assistance and related technical programs as directed by the KPDRA Board of Directors.

Because this solicitation is for engineering consultant services, KPDRA intends to conduct the selection process on a qualifications-based basis consistent with ORS 279C.110 and applicable Oregon consultant selection rules, including the formal selection procedure in OAR chapter 137, division 48.

SCOPE OF ENGINEERING SERVICES

1. Consult with the KPDRA Board in the design of drought relief and water management programs intended to provide direct financial assistance to landowners within the Klamath Reclamation Project who are legally entitled to receive irrigation water but are unable to receive water due to drought or related federal or state restrictions.
2. Assist with public and direct notification of programs to eligible landowners, including participation in workshops, technical meetings, and assistance with program applications and participant contracts, when requested by KPDRA.
3. Perform post-processing verification, including verification that parcels were legally entitled to receive surface water and coordination with irrigation and other service districts to verify non-irrigation or other program compliance criteria, including support for audit verification.
4. Monitor groundwater levels and verify water produced by participating wells serving lands within the Project; review and summarize groundwater production and energy-cost information; and assist in the computation and technical support of payments to program participants.
5. Provide related engineering advice, data analysis, field review, and technical documentation reasonably necessary for KPDRA drought response programs.

TERM OF CONTRACT

KPDRA anticipates awarding a contract for an initial three-year term beginning June 1, 2026 and ending May 31, 2029. By mutual written agreement, the parties may extend the agreement for up to two additional one-year periods, but no extension is automatic.

REQUESTED INFORMATION

1. Firm description, office locations, ownership status, and identification of key personnel and any subconsultants proposed for this engagement.
2. Qualifications and specialized experience of the firm and proposed personnel in irrigation engineering, groundwater monitoring, water management, drought-response programs, verification work, and related Klamath Basin work.
3. Description of similar projects, including past performance, ability to meet schedules, quality control, cost control, and contract administration practices.
4. Project approach and methodology, including understanding of KPDRA's programs, staffing plan, schedule, and availability to the project locale.
5. At least three references knowledgeable about the proposer's work product and process.
6. A separate schedule of hourly rates and reimbursable expenses, which KPDRA may use after selection of the most qualified proposer in negotiating compensation as permitted by ORS 279C.110.

EVALUATION CRITERIA

1. Specialized experience, capabilities, and technical competence relevant to the required services (35 points).
2. Project approach, methodology, and understanding of KPDRA's needs (25 points).
3. Availability of key personnel, resources committed to the work, and proximity or availability to the project locale (15 points).
4. Past performance, including quality of work, ability to meet schedules, cost control, and contract administration (15 points).
5. References and overall responsiveness of the proposal (10 points).

Compensation, hourly rates, overhead, expenses, and other pricing information are requested for negotiation purposes only. KPDRA will not use pricing information to determine consultant compensation until after KPDRA has selected the consultant, except to the extent Oregon law expressly permits otherwise.

PROPOSAL SUBMISSION AND REVIEW

Proposals must be submitted in electronic form only, by email to nathan@parksandratliff.com, with a copy to cherice@parksandratliff.com. The deadline for submission of proposals is 3:00 p.m. PT on May 8, 2026.

Proposals will be opened and reviewed by the KPDRA Board of Directors on May 13, 2026, at 11:00 a.m. in the Klamath Water Users Association conference room, 2312 South Sixth Street, Suite A, Klamath Falls, Oregon. KPDRA may request clarifications, interview one or more proposers, and rank proposers based on the qualifications criteria stated in this RFP.

After ranking the proposers, KPDRA intends to enter into serial negotiations with the highest-ranked proposer regarding final scope and compensation. If KPDRA is unable to reach agreement with the highest-ranked proposer, KPDRA may terminate negotiations and proceed to negotiate with the next highest-ranked proposer.

Any protest concerning the solicitation or selection process must be submitted in writing to KPDRA within seven (7) calendar days after the applicable written notice. The protest must state the legal and factual grounds for the protest and the relief requested. KPDRA will resolve any timely protest before execution of the contract.

KPDRA reserves the right to reject any or all proposals, to request additional information, to waive minor informalities, and to cancel or reissue the solicitation when KPDRA determines that doing so is in the public interest. Proposers are solely responsible for their proposal costs.

ATTACHMENT A

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor that contracts with a public contracting agency shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business, or emerging small business certified under Oregon law.

By signature of the authorized representative of the proposer, the proposer hereby certifies to the Klamath Project Drought Response Agency that the proposer has not discriminated against subcontractors in obtaining any subcontracts and, if awarded a contract, will not so discriminate.

Date: _____

Signature: _____

Printed Name and Title: _____

ATTACHMENT B

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

[as required by OAR 125-020-0410(1)(a)]

In order to comply with ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an independent contractor if the applicable statutory standards are met.

1. The individual or business entity is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the contracting agency to specify the desired results.
2. The individual or business entity is responsible for obtaining any business registrations or professional licenses required by law.
3. The individual or business entity furnishes the tools or equipment necessary for performance of the services, except to the extent otherwise described in the contract.
4. The individual or business entity has authority to hire and fire employees to perform the services, if employees are used.
5. Payment is made upon completion of specific portions of the work or on a retainer, hourly, periodic, or other professional-services basis consistent with the contract.

I hereby certify that the contracted work or intended contracted work meets these standards.

Contract Administrator: _____ Date: _____

(CONTRACTOR/PROPOSED CONTRACTOR IS TO COMPLETE THE FOLLOWING)

To establish status as an independent contractor as defined in ORS 670.600, certain additional standards must be met by the individual or business entity performing the work.

The undersigned certifies that the undersigned meets the applicable standards of ORS 670.600, including the following:

1. If required, the individual or business entity is properly registered under ORS chapter 701 or other applicable licensing laws.
2. If the individual or business entity performed services as an independent contractor in the previous year, federal and state income tax returns were filed as required.
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business.

Signature: _____ Date: _____

Printed Name: _____ Federal Tax I.D. No.: _____

ATTACHMENT C

DRAFT ENGINEERING SERVICES AGREEMENT

This Agreement for Services (Agreement) is between the Klamath Project Drought Response Agency (KPDRA) and _____ (Engineer).

AGREEMENT

1. SCOPE OF ENGINEER SERVICES

Engineer shall provide engineering and related consulting services to KPDRA subject to the direction of KPDRA's Board of Directors. The services may include, but are not limited to, the following:

- a. Consult with the KPDRA Board in the design of drought relief, water management, and related technical assistance programs intended to provide direct financial assistance or other benefits to landowners and irrigators within the Klamath Reclamation Project and related service areas.
- b. Assist with public and direct notification of programs to eligible landowners, including workshops, technical meetings, response to inquiries, and support materials at the direction of the Board.
- c. Perform post-processing verification, including verification that parcels were legally entitled to receive surface water and coordination with irrigation districts, federal entities, and other project participants as appropriate.
- d. Monitor groundwater levels and verify water produced by participating wells serving lands within the Project; review and summarize groundwater production and related engineering information relevant to program compliance and reporting.
- e. Provide engineering review, technical analysis, data management, mapping support, field review, and documentation reasonably necessary to support KPDRA drought response, conservation, and water management programs.
- f. Assist KPDRA in applying for, administering, and complying with grants, including technical support, engineering exhibits, reporting, and documentation reasonably related to grant-funded projects or programs.
- g. Perform all other necessary and appropriate engineering services requested by KPDRA that are consistent with the nature of this engagement.

2. COMPENSATION AND BILLING AND PAYMENT PROCEDURE

KPDRA shall pay Engineer for work performed under this Agreement as set forth in Exhibit A or other compensation terms approved by the Board of Directors following selection and negotiation. Payment shall be full compensation for services rendered and for all labor, materials, travel, overhead, and incidentals necessary to perform the work, except as otherwise expressly approved.

Engineer shall submit billing statements in reasonable detail describing services performed, personnel time, applicable rates, reimbursable expenses, and supporting information reasonably requested by KPDRA.

3. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of June 1, 2026 and shall terminate on May 31, 2029, unless sooner terminated or extended in writing by the parties. By mutual written agreement, the parties may extend this Agreement for up to two (2) additional one-year periods, not to exceed May 31, 2031.

4. EARLY TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon written notice to the other. Upon notice of termination, Engineer shall promptly take steps to minimize further costs and shall deliver to KPDR A all records, data, and work product prepared for KPDR A to the extent required by law and professional standards.

5. PAYMENT ON EARLY TERMINATION

In the event of early termination, KPDR A shall pay Engineer for authorized services properly performed and reimbursable expenses properly incurred through the effective date of termination.

6. STANDARD OF CARE

Engineer shall perform all professional services using that degree of care, skill, and diligence ordinarily exercised by members of the engineering profession performing similar services under similar circumstances.

7. PROFESSIONAL LIABILITY INSURANCE

Engineer shall maintain professional liability insurance in commercially reasonable amounts appropriate to the services provided and shall furnish proof of coverage upon request.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Engineer shall obtain and maintain Commercial General Liability Insurance and automobile liability insurance, if applicable, in amounts reasonably satisfactory to KPDR A. Engineer shall defend, indemnify, and hold harmless KPDR A and its officers, directors, and agents from claims arising out of the negligent or wrongful acts or omissions of Engineer, its employees, or subcontractors, subject to the limitations of Oregon law.

9. WORKERS' COMPENSATION INSURANCE

Engineer and any subcontractors shall comply with Oregon workers' compensation laws for all subject workers and shall provide proof of coverage upon request.

10. CERTIFICATES OF INSURANCE

Before commencing work, Engineer shall provide certificates of insurance or other evidence of required coverage reasonably satisfactory to KPDR A.

11. SUBCONTRACTING

Engineer shall not subcontract work under this Agreement, in whole or in part, without the prior written approval of KPDR A. Any approved subcontract shall require compliance with all applicable provisions of this Agreement.

12. ASSIGNMENT

Engineer shall not assign this Agreement without the prior written approval of KPDRA.

13. INDEPENDENT CONTRACTOR STATUS

Engineer is an independent contractor and not an officer, employee, or agent of KPDRA for any purpose other than performance of this Agreement. Engineer shall be responsible for all applicable taxes, withholdings, and other statutory, regulatory, or contractual obligations of an employer or self-employed business.

14. COMMENCEMENT OF WORK

Neither party is obligated to perform services under this Agreement until it has been fully executed and approved in accordance with KPDRA’s contracting procedures.

15. OREGON LAW AND COMPLIANCE

This Agreement shall be governed by Oregon law. Engineer shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the work, including applicable provisions of ORS chapters 279A and 279C, ORS 670.600, ORS 279A.110, and any mandatory public contracting provisions incorporated by law.

16. RECORDS AND AUDIT

Engineer shall maintain records relating to this Agreement in accordance with applicable law and shall make such records available as required by law for inspection, audit, or public records purposes.

17. MERGER; AMENDMENT

This Agreement, together with any exhibits incorporated into it, constitutes the entire agreement between the parties regarding the services described herein and may be amended only by a written instrument signed by both parties.

18. SIGNATURES

**KLAMATH PROJECT DROUGHT
RESPONSE AGENCY**

ACCOUNTANT

President

Signature

Date: _____

Date: _____