

COLUMBIA DEVELOPMENT AUTHORITY

FORMAL

REQUEST FOR PROPOSAL

RFP #2024-05

DESIGN-BUILD CONTRACTOR SERVICES

Date Issued:	April 1, 2024	
Requests for Question Deadline:	April 5, 2024	4:00PM PT
Response to Questions:	April 12, 2024	5:00PM PT
Proposal Closes & Responses Due:	April 24, 2024	4:00PM PT

Procurement Contact:

Submit Bid: Columbia Development Authority
Two Marine Drive
Boardman, Oregon 97818

PART 1

INSTRUCTIONS FOR PROPOSER

COLUMBIA DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

RFP No. 2024-05

DESIGN-BUILD CONTRACTOR SERVICES

Issue Date: April 1, 2024

Proposal Due: April 24, 2024

Time: 4:00 PM PT

CDA OVERVIEW

The Board of the Columbia Development Authority (hereinafter “CDA”), was formed by Intergovernmental Agreement between the County of Morrow, County of Umatilla, Port of Morrow, Port of Umatilla and the Confederated Tribes of the Umatilla Indian Reservation for the purpose of

- a. to administer the transition of the Umatilla Army Depot (Depot) located in Morrow and Umatilla Counties from military to civilian use;
- b. to develop a final Umatilla Army Depot Land Reuse Plan (Reuse Plan) for approval by the Department of Defense;
- c. to oversee the development of an economic diversification strategy to address the adverse economic impacts associated with realignment of the Depot and to develop economic opportunities through transition of the Depot to civilian uses;
- d. to implement the final Reuse Plan;
- e. to coordinate all levels of assistance and intergovernmental efforts involving the Authority, the final Reuse Plan and transition to civilian use;
- f. to review and comment upon the environmental cleanup at the Depot so as to accommodate future civilian uses of the Depot; and
- g. to perform such other functions as may be necessary for implementation of the final Reuse Plan.

SECTION 1: INTRODUCTION

CDA is soliciting Requests for Proposals (RFPs) from experienced Design-Build Contractors capable of completing the South Oregon Trail parking lot and Interpretive area and 1944 Explosion Site Fencing and Interpretive area, which will be located at the former Umatilla Chemical Depot (the “Project”). This is a qualifications based solicitation.

The resulting Contract will include a negotiated Not to Exceed Amount.

Successful Proposer shall be licensed by the State of Oregon to do the work required under this contract.

For Scope and Specifications for this project, please see PART 2 of this RFP.

SECTION 2: PROJECT MILESTONES (subject to change based on optional phasing of project)

30% Design Acceptance Package	TBD
90% Advance Plan Package	TBD
100% Final Plan Package	TBD
Construction	TBD

Project Closeout

September 2024

SECTION 3: INSTRUCTIONS TO PROPOSER

1. A. Proposal Submission Requirements

Proposals shall be submitted in a sealed envelope / container to the following address and clearly marked "RFP 2023-02 Design-Build Contractor Services."

Proposals must be submitted as follows:

1. One (1) original and three (3) copies of the proposal documents in a sealed container. One (1) copy must be unbound for ease of photocopy reproduction.
2. One (1) electronic PDF format version of the proposal documents on a USB flash drive.
3. Digital signatures on forms are permitted.
4. Submit with a cover letter to:

IRZ Consulting, LLC
500 N. 1st St.
Hermiston, OR 97838

5. In the event of any conflicts between the hard copy and the electronic copy, the hard copy will prevail.

Proposals must be received by CDA **by 4:00 p.m., Pacific Time, April 24, 2024.**

- B. Accommodation For People With Disabilities** - People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact CDA seven (7) working days prior to the scheduled proposal opening.
- C. Exceptions / Modifications To Drawings And Specifications** - Proposer may **not** take exception to, or modify any part of, the Drawings or Specifications, if any.
- D. Right of Rejection / Cancellation and Irregularities / Cost of Proposal** - CDA reserves the right to reject any or all Proposals, or part thereof, to accept one or more items of a proposal without obligation as to other items. CDA reserves the right to cancel this RFP / solicitation at any time without liability prior to execution of a contract by CDA if it is in CDA's or the public's best interest. Under no circumstances will CDA be liable for any costs the firm incurs while preparing or presenting the proposal. All Proposals will become part of the public file without obligation to CDA. CDA enforces the right to waive irregularities anytime through the solicitation process.
- E. Late Proposals** - Proposals submitted or received after the date and time indicated herein will not be accepted. Requests for extensions of the proposal closing date or time must be requested prior to the deadline for receipt of Proposer questions noted above. Timely requests will be considered, but CDA reserves the right to extend the due date or decline to extend the due date at its sole discretion.

- F. One Proposal; Partial Proposals** – A Proposer may not submit more than one (1) Proposal in response to this solicitation. No partially completed Proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.
- G. Single-Proposer Responsibility** - Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must propose all professional services/goods and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task.
- H. Withdrawal or Modification of Proposals** – Proposals shall not be modified after the due date and time for Proposal submittal. Proposals may be withdrawn by Proposer before Proposal due date and time as specified within this solicitation.
- I. Requests for Clarification or Modification** - All requests for clarification or modification of the RFP shall be made in accordance with PART 1, Section 3, subsection 11 of this RFP. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to all interested Proposers. Where applicable, Proposer is required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as any cost or savings to CDA and the advantage to CDA of the proposed change.
- J. Required Forms**: If a form does not apply to your business or Proposal, please mark the form “**Not Applicable.**” **Sign and date each form.** Some forms may require notarization. Failure to complete all forms will result in your Proposal being ruled nonresponsive. Nonresponsive Proposals will not be evaluated or awarded a contract.
- K. Addenda** - Modifications to this RFP shall be made only by addenda to the solicitation. Verbal or faxed instructions, interpretations, and changes shall not serve as official expressions of CDA and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposer and included in their Proposals. All addenda issued by CDA shall be acknowledged by Proposer on the Acknowledgement of Addenda form.
- L. Experience and Qualifications** – Proposer must demonstrate to the satisfaction of CDA that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.
- 1. Introduction or Cover Letter**: Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational structure, size, capabilities, financial ability of Proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the Proposer deems pertinent and introductory in nature.
 - 2. Qualifications of Proposer**: The Proposer shall describe its knowledge and past project experience relevant to CDA’s needs as listed in the Scope and Specifications in PART 2 of this RFP, including the Proposer’s direct experience on projects of similar size, scope and complexity.

- M. Ambiguity in Specifications** - Proposer shall promptly notify the CDA Procurement Manager at the address listed in PART 1, Section 3, subsection 1.A(4) of this RFP, of any ambiguity, inconsistency, or error that they may discover upon examination of the Proposal documents.
- N. Solicitation and Attachments** – The Solicitation and any attachment or exhibit to this RFP will be incorporated into and made a part of the resulting Contract. In the event of a conflict between the provisions contained in the body of this RFP, the solicitation, and any attachment or exhibit, the terms in the body of the resulting Contract will control.
- O. Protest:** CDA’s formal protest procedures may be requested by contacting CDA Procurement by telephone at 541-481-3693.
- P. Certification:** By submitting its Proposal, Proposer certifies that it is in compliance with the State of Oregon statutory requirements governing registration of corporations or assumed business names and licenses.

2. **PREPARATION OF PROPOSAL**

- A. Proposals must be:
- i. Submitted on the Proposal forms, or copies of forms, furnished by CDA, and
 - ii. Signed. If the Proposal is made by a corporation, it shall be signed by the corporation’s authorized designee.
 - iii. The address of the Proposer shall be typed or printed on the Proposal in the space provided.
- B. Organization & Format. Proposals shall be typed and submitted on 8.5 by 11 inch paper bound securely.
- C. Proposer **MUST** comply with the requirements in the Proposal Documents. **Modifying the proposal forms, conditioning or limiting the proposal, or offering to perform work not requested by the Proposal Documents may disqualify the proposal.**

3. **BASE PROPOSAL**

The Proposer agrees to hold all terms for a period of ninety (90) days from the date of the proposal is submitted.

4. **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

By submitting this proposal, the Proposer acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) uncertainties of weather, river stages, tides, ground water, or similar climatic and/or physical conditions that may have impact; (2) the conformation and conditions of the ground; (3) the character of equipment and facilities needed preliminary to and during the work; (4) compliance with the project quality control program; and (5) compliance with the Proposer’s safety plan as approved by CDA, and all applicable Occupational Safety and Health Administration (OSHA) regulations for work performed on site.

The Proposer also acknowledges that it has satisfied itself as to character, quality, and quantity of materials or obstacles to be encountered. Any failure of the Proposer to take the actions described and

acknowledged in this paragraph will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the work.

5. **PROPOSAL RESULTS**

Following any resulting Contract award, CDA may provide the following information to interested parties:

- A. The number of Proposals CDA received;
- B. The name of the successful Proposer; and
- C. The total resulting contract price, including descriptions of items, quantities, and unit prices, if practical.

CDA will attempt to give notice under this paragraph promptly after contract award. CDA's failure to give such notice shall not be deemed to affect the validity of the resulting contract.

7. **CONTRACT AWARD**

A. **RESPONSIVENESS OF PROPOSAL**

A proposal will be considered responsive if it meets the following requirements:

- 1. Is received at the proper date and time.
- 2. Meets the stated requirements of the proposal form.
- 3. All required Exhibits under this solicitation are completed and returned with the proposal.
- 4. Proposal is prepared and submitted in accordance with PART 1, Section 3, Subsection 2 "Preparation of Proposal".
- 5. The Contractor is licensed/registered within the State of Oregon at the time of proposal due date and is not banned from proposing by the State of Oregon or any federal agency.
- 6. Demonstrated ability and history to comply with budget and schedule.
- 7. Demonstrates performance timely and on budget of similar projects relative to size, schedule, type and budget.
- 8. Demonstrates the management resources and financial capacity to effect performance of the work.

B. **APPARENT SUCCESSFUL PROPOSER**

The apparent successful Proposer, for purpose of award, shall be the highest scoring responsive and responsible Proposer.

C. **PROPOSAL SELECTION PROCESS**

The successful Proposer shall be selected on the basis of having submitted a responsive and responsible proposal for this proposal package, and meeting the other requirements established in PART 4 and the successful negotiation of a final contract and price, including a Not to Exceed amount.

D. **EFFECTIVE DATE OF THE CONTRACT**

CDA will notify the successful Proposer and provide the successful Proposer with a written Notice of Contract Award. The successful Proposer shall return a signed copy of the Contract as well as

all other documents required to be signed or provided such, insurance certificates, etc. The Contract will only become effective when all parties sign the Contract and the Proposer provides all other documents required to be signed or provided such as insurance certificates, etc. Work performed and all costs incurred prior to CDA signature shall be the sole responsibility of the Proposer.

9. APPLICABILITY OF RESULTING CONTRACT

All proposers represent that they are familiar with the terms of this document and that they will cooperate with CDA in all respects to achieve compliance with the resulting Contract.

10. SCHEDULE OF PROPOSAL PROCEDURES

The anticipated project procurement timetable is as follows for Proposal Solicitation RFP 2024-05 DESIGN-BUILD CONSTRUCTION SERVICES:

Date Issued:	April 1, 2024	
Requests for Question Deadline:	April 5, 2024	4:00PM PT
Response to Questions:	April 12, 2024	5:00PM PT
Proposal Closes & Responses Due:	April 24, 2024	4:00PM PT

11. QUESTIONS, CLARIFICATIONS AND CHANGES TO RFP

CDA reserves the right to make changes to the RFP. All changes to the RFP, prior to the receipt of Proposals, shall be electronically distributed through addendum. Failure to acknowledge receipt of an addendum may cause a proposal to be rejected as non-responsive. Following receipt of proposal, any changes to CDA's RFP will be conveyed in writing by CDA to the Proposers determined to be Responsive to solicitation requirements.

Proposer shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the CDA Procurement & Contracts Department.

END OF PART 1

PART 2

SCOPE OF WORK

Phase 1 Scope of Work – Engineering and Design

Meetings

- Design Build Team will arrange weekly design meetings (virtual or in-person as needed) on behalf of each Contractor participating in the project, for the duration of the design stages of the project. The weekly design meetings shall include IRZ, CDA Staff and others whom the CDA or Design Build Team may deem as required.
 - Design Build Team is responsible for providing meeting minutes within 7-days following each meeting.
- Design Build Team shall document and manage all design review comments to a reasonable level of detail during all design stages, capturing comments, impact, status, and resolution dates.

30% Design Acceptance Package (DAP)

Project requirements will be reviewed and confirmed with the CDA's Project Team, along with confirmation of new base conditions, prior to the start of this stage. The primary objective in this phase of the project is to determine what each of the interpretive sites will look like upon completion. Completion of this stage of work shall represent approximately 30% design completion and should include at a minimum the following tasks:

Activities:

- Coordinate with CDA's Project Team to confirm current design plans.
- An on-site walkthrough will be held to address existing site conditions that may affect the design.
- A conceptual view of the sites will be developed and reviewed with the CDA's Project Team.
- Survey Services as needed for design.
- Schedule review session of the Design Acceptance Package with the CDA's Project Team.

Deliverables:

- Produce a 30% Design Acceptance Report. The report should summarize the overall design progress to date, risks to the project, design assumptions, future tasks necessary to verify assumptions and a project cost estimate.
- Produce a 30% level drawing package that includes at a minimum the following.
 - Map of the South Trail Site.
 - Identify the selected protective measures for the South Trail.
 - Identify the interpretive site's access road location.
 - Identify the interpretive site's ADA compliant parking lot size and capacity.
 - Identify the interpretive site's ADA compliant pathway and platform locations.
 - Identify the locations for all 10-owner supplied interpretive signs.
 - Identify locations for the interpretive site's public benches and tables.
 - Provide isometric drawings of the South Trail interpretive site from multiple directions to aid in visualizing the final product.
 - Map of the 1944 UMCD Accident Site.
 - Identify the locations for all 2-owner supplied interpretive signs.
 - Identify the location of the fencing around the site and the location of the access gate.
 - Identify the location of the restored Army Depot entryway.
 - Identify the location of the ADA-Compliant parking area and its capacity.

- Updated monthly schedule that indicates design development and overall construction period.

90% Advance Plan Package

Completion of this stage of work shall represent approximately 90% design completion and should include at a minimum the following tasks:

Activities:

- Advance Plans will be prepared incorporating comments received on the 30% Design Acceptance Package.
- Coordinate with CDA's Project Team to confirm current design plans.
- Survey Services as needed for design.
- Schedule review session of the Advance Plan Review Package with the CDA's Project Team.

Deliverables:

- Produce a 90% Advance Plan Acceptance Report. The report should summarize the overall design progress to date, risks to the project, design assumptions, future tasks necessary to verify assumptions and a project cost estimate.
- Produce a 90% level drawing package that includes at a minimum the following.
 - Cover Sheet
 - Table of Contents
 - Line Style Definitions
 - 90% Level Site Plan Drawings of the South Trail Site.
 - Identify the selected protective measures for the South Trail.
 - Identify the interpretive site's access road location.
 - Identify the interpretive site's ADA compliant parking lot size and capacity.
 - Identify the interpretive site's ADA compliant pathway and platform locations.
 - Identify the locations for all 10-owner supplied interpretive signs.
 - Identify locations for the interpretive site's public benches and tables.
 - Road Cross Section Details
 - Erosion and Sediment Control Plans as Needed
 - Additional Details as Needed
 - Final Specifications as Needed
 - Provide 90% level isometric drawings of the South Trail interpretive site from multiple directions to aid in visualizing the final product.
 - 90% Site Plan Drawings of the 1944 UMCD Accident Site.
 - Identify the locations for all 2-owner supplied interpretive signs.
 - Identify the location of the fencing around the site and the location of the access gate.
 - Identify the location of the ADA-Compliant parking area and its capacity.
 - Identify the location of the restored Army Depot entryway.
 - Fence and Gate Details
 - Additional Details as Needed
- Updated monthly schedule that indicates design development and detailed construction schedule.

100% Final Plan Package

Completion of this stage of work shall represent approximately 100% design completion should include at a minimum the following tasks:

Activities:

- Final Plans will be prepared incorporating comments received on the 90% Advance Plan Package.

- Coordinate with CDA’s Project Team to confirm current design plans.
- Schedule and hold a public session for general public comments on design plans.
- Schedule and hold a review session of the Final Plan Package with the CDA’s Project Team.

Deliverables:

- Produce a 100% Final Plan Report summarizing the overall design progress to date, risks to the project, design assumptions and finalized project cost.
- Produce a Final Stamped Drawing Package
- Produce Final Stamped Project Specifications
- Produce final construction schedule
- Six hard copies and a PDF copy of the design report and drawing package.

Phase 2 Scope of Work – Construction (Build)

Meetings

- Design Build Team will arrange weekly construction meetings (virtual or in-person as needed) on behalf of each Design Build Team participating in the project, for the duration of the design stages of the project. The weekly design meetings shall include IRZ, CDA Staff and others whom the CDA or Design Build Team may deem as required.
 - Design Build Team is responsible for providing meeting minutes within 7-days following each meeting.

Activities:

- All Construction Activities will be based upon the 100% Final Plan Package.
- Coordinate with CDA’s Project Team during construction.
- Survey Services as needed for construction.
- Schedule final walk-through and project closeout with CDA’s Project Team.

Deliverables:

- Construct the South Trail Interpretive Site based on 100% Final Plan Package.
- Construct the 1944 UMCD Igloo Accident Interpretive Site based on 100% Final Plan Package.
- Produce As-Built Drawing Package and Documentation.

END OF PART 2

PART 3

PROPOSAL FORMS

EXHIBITS 1-5

COLUMBIA DEVELOPMENT AUTHORITY EXHIBITS

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled nonresponsive. Nonresponsive Proposals will not be considered for a contract award. Please sign and date each form and/or certification.

- Exhibit #1 – Proposal Form
- Exhibit #2 – Acknowledgement of Addenda to RFP
- Exhibit #3 - Contractor’s Representations & Warranties Certification
- Exhibit #4 – Conflict of Interest (COI) Disclosure Form
- Exhibit #5 – References
- Exhibit #6 – Acknowledgment of Sample Contract

EXHIBIT #1

PROPOSAL FORM

The undersigned (“Proposer”), upon acceptance by CDA, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies, and other work in accordance with the Request For Proposal No. 2024-05, entitled “DESIGN-BUILD CONTRACTOR SERVICES,” and substantially in the form of the Sample Design-Build Services Agreement provided.

PROPOSER: The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the Request For Qualifications (RFP) (including any exhibits also posted); and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the Solicitation referenced above; and
3. That he/she will furnish the designated item(s) and/or service(s) as Proposed in the Proposal; and
4. That he/she certifies under penalty of perjury that Proposer is, to the best of his/her knowledge, not in violation of any Oregon tax law.

5. Federal Tax I.D. Number: _____ D&B (Dun’s) Number: _____

Firm's Name: _____

Firm's Address: _____

Contact Person _____ E-mail _____

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

Name of Project Manager and Title _____

6. Accounts Receivable Address, if different from above:

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with CDA that incorporates the terms and conditions of the entire Request For Qualifications package.

Proposer understands that this Proposal constitutes a firm offer to CDA that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of Proposals. If awarded the contract, Proposer agrees to deliver to CDA the required insurance certificates within ten (10) calendar days of the Notice of Award.

IMCDAANT: This form must be signed below by an authorized representative of the proposing firm, to authenticate the Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

EXHIBIT #2

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposer to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #3

**CONTRACTOR'S REPRESENTATIONS AND WARRANTIES CERTIFICATION
(State of Oregon)**

Contractor hereby represents and warrants to CDA that:

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor's knowledge, after due inquiry) has never knowingly or intentionally failed to comply with:
 - (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - (iii) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any goods or services to be provided to CDA, in the performance of Contractor's obligations under this Contract, shall be provided to CDA free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Contractor Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

To be included with ALL SOLICITATIONS, per SB 675, eff. 9-21-15.

EXHIBITS #4, #5 and #6

Separately Attached

END OF PART 3

PART 4

EVALUATION OF PROPOSALS

Evaluation Criteria and Procedure

It is intended that one contract be awarded to the responsible, responsive Proposer whose proposal CDA determines in writing is the **Most Qualified** to CDA. Only those Proposals determined to be responsive will be considered for award.

It is anticipated that CDA will select a Contractor and award a contract for DESIGN-BUILD CONTRACTOR SERVICES. The selection will be made based on the proposals submitted and the evaluation criteria listed below. However, CDA reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal.

In the event that all Proposers do not meet one or more of the mandatory requirements, CDA reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

CDA will evaluate the proposals received. Each of the criteria listed below will be reviewed by CDA for the purpose of scoring proposals, based on how fully each proposal meets the requirements identified in this RFP.

EVALUATION CRITERIA:

A. Format of Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements specified within this RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility, and within the discretion, of the Proposer.

- (1) Proposers shall submit proposals as set forth in this RFP.
- (2) Proposers are cautioned not to minimize the importance of an adequate response in any area.
- (3) Proposers shall use a standard 11-point font, single-spaced and one-inch page margins. Proposals should contain written information on both sides of each sheet of paper.

B. Content of Proposals

The items described in each section below shall be addressed in the proposal documents at a minimum. The evaluation of the technical Proposals will be based on qualifications of the firm, qualifications of staff, project approach, related experience, demonstrated competence, and technical response to the RFP.

In addition to any information required elsewhere in this RFP and in the Scope of Work, all proposals shall contain:

- A cover letter and
- A detailed technical proposal in narrative form describing the proposer and proposed team. Proposals shall include the following items in the order listed below and shall not exceed 20 pages, excluding attachments. Items that will not be counted in the 20-page limit are: the firm's cover letter, résumés, and certifications.

All proposals shall be evaluated and ranked, based on the non-price criteria below, with the weight relationships shown. Only after the proposals have been ranked using the non-price criteria will CDA negotiate the price with the highest ranked responsible and responsive Proposer, and if unsuccessful, with the next highest ranked responsible and responsive Proposers in order until either the execution of a Contract or cancellation of the RFP.

Provide the following information:

(1) General Qualifications and Experience of Firm and Staff (35 Possible Points)

(a) **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and an introduction of all members who may be involved in this contract.

- Describe primary business experience of the Proposer,
- Proposer's overall mission statement,
- Describe Proposer's financial ability to fulfill a resultant contract,
- Provide an overview of services offered,
- Identify all subcontractors proposed and describe work proposed utilizing subcontractors;
- Length of time in business,
- Organizational Chart / Structure for Proposer and each firm on the proposed team,
- Size and capabilities,
- The location of office(s),
- Telephone number, email address, website address, and
- Any other information the Proposer deems pertinent and introductory in nature.
- A primary contact person for solicitation purposes with phone number, email address and fax number must be included.

(b) **Staffing Plan and Key Personnel:** The Proposer shall describe and provide the experience, training, and qualifications of each team member qualified to provide the requested design-build services. Describe the qualifications and experience of the key staff members you propose to work on this project, and demonstrate how your staff's experience, education and training, or special knowledge skills or abilities, best qualify your firm to provide these services. The information shall be presented as a biography and detailed team member resumes or CVs may also be included. At a minimum, Proposers shall clearly describe the direct qualifications and experience of personnel identified below:

- **Project Manager.** This is the individual who will be responsible for the overall performance of the work and who will be the primary representative of the Contractor.
- **Contractual Representative.** This is the individual who will coordinate with CDA on the contractual negotiations and administration.
- **Services Lead.** This is the individual or individuals who will be engaged either on-site or virtually and will responsible for the Contractor services as well as any coordination of other 3rd party Contractors/Subcontractors involved in the Project.

(2) Specific Related Experience (55 Possible Points)

Provide detailed experience of firm's experience on completed or ongoing work of a similar nature with an emphasis on recent project (last five years) completed timely and within budget. Specifically, experience in the following areas:

1. Oregon master plan development requirements for Umatilla County
2. Local land use requirements specific to Umatilla County and Morrow County
3. Recreational development projects
4. Coordinating projects with multiple federal, state, county, CDA, tribal and other partners

(4) References (Exhibit #5)

(10 Possible Points)

The references outlined on proposal Exhibit #5 shall give the name of a contact person with knowledge of Proposer's work; that person's address, telephone number, and company; and a description of the type of work performed. References may be contacted by CDA.

CDA reserves the right to investigate the qualifications of all Proposers under consideration, to contact any Proposer on any part of the information furnished by that Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work under this solicitation. CDA reserves the right to visit client sites where work of a similar nature has been performed by the Proposer and / or visit the Proposer's work facility during the evaluation period.

2.2 Evaluation Procedure

A. CDA will review proposals received timely, by the deadline closing date and time, for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements detailed within this RFP may be rejected as non-responsive.

B. CDA will review responsive and responsible submissions against the Evaluation Criteria set forth in this PART 4 of this RFP or in subsequent Addenda that may be issued for this solicitation.

C. CDA will total initial scoring of technical proposals.

D. CDA reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. CDA reserves the right to visit sites where work of a similar nature has been performed by the Proposer or visit the Proposer's work facility during the evaluation period. Any information gained by CDA as a result of documentation / evidence provided, and / or obtained from site visits will all be considered during the final evaluation and final scoring.

2.3 Initial Negotiations

If the CDA does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the CDA has the right to negotiate a final Contract and will begin negotiating a Contract with the highest ranked Proposer. The CDA will direct negotiations toward obtaining written agreement on:

- a) Contractor's performance obligations and performance schedule;
- b) Contractor fee schedule, payment methodology and a maximum amount payable for the services required under the Contract that is fair and reasonable to CDA;
- c) Final negotiated contract terms; and
- c) Any other provisions CDA believes to be in the best interest of CDA to negotiate.

2.4 Subsequent Negotiations

CDA shall, either orally or in writing, formally terminate negotiations with the highest-ranked Proposer if CDA and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The CDA may thereafter negotiate with the second-ranked Proposer, and if necessary, with the third-ranked Proposer, and so on, in accordance with Section 4(c) of OAR 125-248-0220 – Formal Selection Procedure. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the CDA may end the particular Formal Solicitation. The CDA may also proceed with a new Formal Solicitation for the same Services or take other procurement action that the CDA determines is in the best interest of the CDA.

END OF PART 4