



Oregon Department of Transportation

REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS TO PROPOSERS

For The

**I-5: WILLAMETTE RIVER BRIDGE
(Lane County)
Bundle 220
Key No. 14259**

**Construction Manager/General Contractor
(CM/GC) Project**

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CM/GC INSTRUCTIONS TO PROPOSERS

1.0 Project Description / Scope of Work

1.1 General - This Request for Request for Proposals (“RFP”) is issued by the Oregon Department of Transportation (“the Agency”) to acquire the services of a Construction Manager/General Contractor (“CM/GC”) for the I-5: Willamette River Bridge, (Lane County) Bundle 220 Project, with a Guaranteed Maximum Price (“GMP”) estimated range of between \$120 and \$150 million (the “Target GMP Range”).

The Agency proposes to use the CM/GC contract delivery approach for construction of this Project. The Agency proposes to enter into a CM/GC Contract with the selected CM/GC firm that will initially include Pre-construction Phase Services only, with provisions for adding Construction Phase Services through Early Work Amendments, and through later acceptance of a GMP by subsequent Contract Amendment. Alternatively to these Amendments, the Agency may choose not to continue the CM/GC Contract beyond the completion of Pre-construction Phase activities or any Early Work, instead soliciting bids from qualified contractors for the construction of the Project, and otherwise reserving all rights to terminate the Contract for public convenience.

The Agency will enter into a contract with a professional Architectural and Engineering (“A&E”) firm to provide preliminary design, final design, and construction support services. The design phase for this Project is estimated to commence by May 1, 2008 and cover an expected 18 to 20 month time period, with an expected 36 month construction support period. It is anticipated that there will be overlap of the design and construction phases. As depicted on the Project Delivery Timeline, Exhibit A to the **CM/GC General Provisions**, the Agency anticipates one or more Early Work Packages may be developed prior to completion of the design phase.

Agency’s objectives in using the CM/GC delivery method for this Project are primarily two fold:

First, the Agency expects that the design and Project development work prior to construction will benefit greatly from the continual and collaborative involvement of the CM/GC with both the Agency and the A&E during the Pre-construction Phase as the CM/GC provides constructability reviews, risk identification and mitigation proposals, cost and schedule estimates, and value engineering (VE)-like suggestions.

Second, the Agency expects that the cost of this Project will be controlled and reduced by using a risk management methodology that calls for risk identification and clear allocation of risks between the Agency and the CM/GC.

This is a Federal-Aid Project and will be subject to all federal requirements, including the Buy America provisions under Subsection 00160.20 of the **CM/GC General Provisions**.

1.1.1 Capitalized Terms and Definitions – Except as expressly defined or modified elsewhere in the RFP, all capitalized terms shall have the meanings set forth in Subsection 00110.20 of the **CM/GC General Provisions**.

1.1.2 Restrictions on Participating in the Solicitation – The Agency is planning to enter into two (2) separate Contracts for this Project: One (1) with an A&E firm, and one (1)

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with the CM/GC. In order to promote collaboration among all parties, the following restrictions on participating in the Solicitation shall apply:

- (1) No Proposer (or Affiliate of such Proposer) that has been selected for the short-list on the A&E solicitation for the Willamette River Bridge Project will be eligible to submit a Proposal for this CM/GC solicitation or participate in this CM/GC solicitation as a Subcontractor or team member of a Proposer submitting a Proposal for this CM/GC solicitation.
- (2) No Subcontractor of a Proposer that has been selected for the short-list on the A&E solicitation for the Willamette River Bridge Project will be eligible to submit a Proposal for this CM/GC solicitation, or to propose as a Subcontractor or team member of a Proposer submitting a Proposal for this CM/GC solicitation.
- (3) Subject to restrictions stated in (1) and (2) above, firms may form a joint venture or partnership to propose on this Project.

1.1.3 Subcontractor / Sub-consultant Restrictions after Award of Contract – The Agency is seeking separate Subcontractor/sub-consultant expertise on the A&E and CM/GC teams unless the value of Work is determined to be small in value and the Agency determines it to be a benefit to the Agency or the Project to allow the expertise to be shared between the teams. The following restriction on Subcontractors / sub-consultants participation will apply to this Project:

- (1) Notwithstanding the restrictions on participating in the solicitation stated in Section 1.1.2, after award of the Contract, a Subcontractor or sub-consultant may participate as a Subcontractor or sub-consultant on both the A&E and CM/GC teams, but only if the Work they are performing does not exceed:
 - \$1.5 million dollars on the A&E Contract , or
 - \$20 million dollars on the CM/GC Contract

1.1.4 Co-Location Requirements - During the Pre-construction Phase, the Agency is seeking co-location, in a Project-dedicated space provided by the A&E, to integrate the Agency, A&E and CM/GC into a cohesive, working team to provide timely, effective decision making, to improve Project cost effectiveness, focus on risk mitigation, and minimize rework.

During the Construction Phase, the Agency, A&E and CM/GC will be co-located at offices provided by the CM/GC in the Project vicinity (Eugene/Springfield area). The final requirements will be negotiated with the selected CM/GC and are dependent upon the structure and makeup of the A&E and CM/GC teams, and the type of Bridge selected for the Project. The Agency anticipates the development of an Early Work Amendment for mobilization to accommodate the co-location requirements during the Construction Phase.

The full list of co-location requirements for the Pre-construction Phase is provided in Exhibit F to the sample **CM/GC Contract**.

1.2 Project Description – The I-5 Willamette River Bridge (Lane County) Project proposes to replace two (2) Bridges on Interstate 5 (I-5) in Lane County: the 1800-foot

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Willamette River Bridge, and the 100-foot Canoe Canal (a.k.a. "Patterson Slough") Bridge. The Agency built detour Bridges at both locations in 2004 and the existing Bridges have been decommissioned. Both detour Bridges will be removed as part of this Project. I-5 runs generally north-south in the Project area, forming the boundary between the cities of Eugene to the west and Springfield to the east. The Project area is located within the urban growth boundary of both cities.

In addition to crossing the Willamette River, both the existing Bridge and the 1,993-foot detour Bridge cross pedestrian paths, Franklin Boulevard, two (2) Union Pacific Railroad (UPRR) tracks, and the northbound I-5 to westbound Franklin Boulevard off-ramp. Traffic must be accommodated on all of these facilities during construction.

The main construction components of this Project include:

- Constructing one or more in-river work platform(s)
- Removing the decommissioned Willamette River and Canoe Canal Bridges
- Constructing new Bridges in place of the decommissioned Bridges
- Reconstructing approximately 2,500 feet of Roadway approaching and between the Bridges
- Modifying the ramps connecting Franklin Boulevard and I-5
- Removing both detour Bridges
- Removing the work platform(s)
- Rehabilitating the Project area, including any required mitigation of Project impacts

The new Willamette River Bridge will be constructed at the same location as the existing Willamette River Bridge, but will require Roadway alignment adjustments in the immediate Project area as the Bridge design dictates. The new Willamette River Bridge will be designed to eventually carry up to six (6) lanes of traffic to accommodate the 20-year design for future traffic needs. Whether repaired and widened or replaced, the Canoe Canal Bridge will also be designed to eventually carry up to six (6) lanes of traffic to accommodate the 20-year design for future traffic needs.

A substantial number of studies and other technical information, including the Environmental Assessment ("EA"), have been gathered or developed for the Project. The EA contains a number of commitments made by the Agency which will have an affect on the Project. Proposers need to be aware of the information contained in this document. This information is available to Proposers and is categorized as Engineering Data or Reference Data. The information is available on the Agency's Project website at:

<http://www.Oregon.gov/ODOT/HWY/MPB/cmgc.shtm>

1.3 Scope of Services

(a) General - The CM/GC shall provide consulting, scheduling and estimating, and cost control services, and will function as one of the three (3) key team members (the "WRB Team"), consisting of the Agency, the A&E and the CM/GC. The CM/GC will collaborate with all members of the WRB Team in the assembly of logical Work Packages to break the Project into and will manage the Work related to the Project. As part of its duties as a general contractor, the CM/GC will be responsible for:

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- Developing of a Guarantee Maximum Price (GMP) to construct the Bridges and related work at several phases during the Pre-construction Phase
- Performing and delivering the Project to the Agency within the approved GMP
- Scheduling, estimating, and performing portions of the Work
- Recommending optimal construction phasing and sequences
- Self-performing or subcontracting certain minimum percentages of the Work related to completing the Project

(b) Pre-construction Phase Services – Pre-construction Phase Services shall include, but are not limited to the following:

- Collaboration with the Agency and A&E to develop the Project
- Collaboration with the Project Development Team (“PDT”) and Community Advisory Group (“CAG”)
- Identification and mitigation of risk through analysis and assessment
- Developing and updating Project schedules
- Developing detailed cost estimates
- Collaboration with Agency and A&E in development of Early Work Packages
- Performing constructability review services

The detailed Pre-construction Phase Services are identified in the **CM/GC General Provisions**, Section 00141.

(c) Construction Phase Services - Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall provide Construction Phase Services as provided in the Contract Documents, including without limitation:

- Collaborate with the Agency and A&E to execute the Project
- Perform all construction Work utilizing Subcontractors, DMWESB firms, and the CM/GC's own forces
- Develop and update Project schedules
- Provide reporting and Project management of CM/GC forces
- Provide construction management services during construction

The required Construction Phase Services are identified in the **CM/GC General Provisions**, Section 00142.

(d) Special Requirements – Proposers shall note the following requirements concerning management of this GMP Project:

(1) Goals and Aspirational Targets – The Disadvantaged Business Enterprise (“DBE”), Minority Business Enterprise, Women Business Enterprise, and Emerging Small Business (“MWESB”), and On-the-Job Training (“OJT”)/Apprenticeship goals and Aspirational Targets, as described in Exhibit C to the sample **CM/GC Contract**, “Required Contract Provisions for Federal Aid Construction Contracts”, will apply to this Project:

- DBE Goal = 0% of the Contract Amount

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- DBE Aspirational Target = 10% of the Contract Amount
- MWESB Aspirational Target = 10% of the Contract Amount
- OJT/Apprenticeship Goal = 10% of the Contract Amount excluding Pre-construction Phase Services (*applies to Construction Phase Services only*)

(2) OTIA III Program Requirements – The CM/GC shall perform the Work associated with this Project in accordance with the OTIA III State Bridge Delivery Program requirements including, but not limited to:

- Provide economic stimulus
- Employment of cost-effective and efficient delivery practices
- Maintenance of mobility during construction for both freight and the traveling public
- Develop a project that is sensitive to the needs of the community
- Capitalize on potential funding opportunities

The CM/GC shall provide monthly, quarterly and annual reporting as required by the Agency to assist in the measurement of the OTIA III Program requirements.

The following performance specifications relating to the OTIA III Bridge Delivery Program will apply to this Project:

- Economic Development (**CM/GC General Provisions**, Section 00143)
- Diversity (**CM/GC General Provisions**, Section 00144)
- Context Sensitive & Sustainable Solutions (“CS³”) (**CM/GC General Provisions**, Section 00145)

(3) CM/GC Self-Performing Work and Subcontracting – The minimum requirements for self-performing and subcontracting construction Work are specified below and in the sample **CM/GC Contract**, Article 9. The following specific minimum requirements shall apply to CM/GC self-performing Work and the selection of Subcontractors performing Construction Phase Services for this Project:

- (a)** The CM/GC must self-perform a minimum of 30% of the Construction Phase Services Work with their own forces.
- (b)** The CM/GC must subcontract a minimum of 30% of the Construction Phase Services Work.
- (c)** The CM/GC may select Subcontractors to perform Construction Phase Services utilizing either competitive bidding process or through negotiation, at CM/GC’s discretion.

1.4 Completion Dates - The Agency has established the following Contract Completion Date for all Pre-construction and Construction Phase Services for this Project:

(1) Contract Completion Date – Complete all Work to be done under the Contract, except for plant establishment and punch-list items, not later than **December 12,**

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2.0 Project Procurement Schedule / Submittal Deadlines - The Agency will not consider requests for clarification, requests for change, protests of terms contained in the originally-issued RFP, protests of Competitive Range selection, Award protests, or any other submittals received by the Agency after the deadline shown in the table below for its submittal. The Agency will not consider requests, protests, or other submittals pertaining to an Addendum after the deadline established in the Addendum. The date for the mandatory Interviews, shown in the table below as “tentative” is subject to change. As specified in Subsection 20.4, the Agency will notify all Proposers identified in the Notice of Competitive Range of the final date, time and location for the Interviews.

Deadline for Submittal of Requests for Clarification, Requests for Change, and Protests of Addenda	3 Calendar Days from date of issuance of Addendum or date specified in Addendum
Deadline for Submittal of Proposal Modifications and Notice of Withdrawal of Proposal	Prior to the Proposal Due Date and Time
Mandatory Letter of Interest Due Date	February 8, 2008 (<i>no later than end of Pre-Proposal meeting</i>)
Mandatory Pre-Proposal Meeting	February 8, 2008, 10:00 a.m. PDT
Deadline for Submittal of Requests for Clarification, Requests for Change, and Protests of RFP and Contract Provisions	March 7, 2008
Proposal Due Date and Time	March 14, 2008, 2:00 p.m. PDT
Public Proposal Opening	March 14, 2008, 2:30 p.m. PDT
Issuance of Notice of Competitive Range Selection	March 25, 2008
Deadline for Submittal of Competitive Range Selection Protests	Date Specified in the Notice of Competitive Range Selection
Mandatory Interviews	April 4, 2008
Issuance of Notice of Intent to Award	May 13, 2008
Deadline for Submittal of Award Protests	7 Calendar Days from date of issuance of Notice of Intent to Award
Contract Award	July 1, 2008
Issuance of Notice to Proceed	July 1, 2008

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The Agency will not consider any late Proposals. Proposals received after the Proposal Due Date will be returned to the Proposer unopened. The Agency will not consider any Proposal modifications submitted after the Proposal Due Date. Nor will the Agency acknowledge Proposal withdrawals submitted after the Proposal Due Date. Any such attempted withdrawal will be ineffective.

3.0 Single Point of Contact and Communications

3.1 Agency's Single Point of Contact; Communications with Agency – The Agency's Single Point of Contact ("Agency's Contact") for the duration of the procurement process, together with address, phone number, fax number, and e-mail address, are as follows:

Attn: Brenda Marcus, Procurement Project Manager
Oregon Department of Transportation
Major Projects Branch, Advanced Contracting Unit
680 Cottage Street NE
Salem, OR 97301-2412
Phone: (503) 986-6638
FAX: (503) 986-4469
E-mail: brenda.s.marcus@odot.state.or.us

(a) Correspondence - All requests for clarification, requests for change of RFP or Contract terms, and protests of RFP or Contract terms may be submitted in either electronic or hard copy format, as specified in Sections 9.1 - 9.3 of this RFP. All Competitive Range protests, Proposals, Proposal modifications, notice of Proposal withdrawal, and Award protests, must be submitted in hard copy format.

All correspondence and submittals described in this Section that are submitted in hard copy, shall be placed in a sealed envelope or package addressed to the Agency's Contact and labeled as set out below:

(1) Subject Matter – Proposers must label the package or envelope as follows:

Procurement Sensitive Material
Content: [*Identify package content—e.g. "Proposal"; "Competitive Range Protest"; etc.*]
Project: I-5: Willamette River Bridge (Lane County), Bundle 220

(2) Address – Proposers must include both the Agency's Contact and the address:

Attn: Brenda Marcus, Procurement Project Manager
Oregon Department of Transportation
Major Projects Branch, Advanced Contracting Unit
680 Cottage Street NE
Salem, OR 97301-2412

(3) Return Address – Proposers must also include on the envelope or package the Proposer's name and return address.

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(b) Other Means of Communication – Proposers may also communicate with the Agency’s Contact by fax, phone, or e-mail, but advance copies of submittals delivered to the Agency’s Contact by fax or e-mail are not considered official until the Agency receives the hard copy.

3.2 Proposer’s Single Point of Contact; Communications with Proposer - The Proposers Single Point of Contact (“Proposer’s Contact”) for delivery of all communications during the procurement process shall be the individual and address indicated in the Letter of Interest submitted as required under Section 6.0.

Any changes to the Proposer’s Contact shall be identified in the cover letter submitted as required under Section 22.1(a).

3.3 Agency’s Dissemination of Information

(a) Informal Communications - The Agency may post informal advance notices of Addenda and information on the Project website, and may also utilize e-mail alerts and notifications. However, Proposers may not rely on oral communications, or on any other information or contact that occurs outside the official communication process specified herein. Official communications will be posted on the Agency’s Project website at:
<http://www.oregon.gov/ODOT/HWY/MPB/WRB.shtml>.

Information that the Agency issues to Proposers in writing responding to Proposer questions in contexts other than the formal request/protest process outlined in these Instructions to Proposers will not have the effect of changing any Contract term or Specification, but may be useful in interpreting the Contract.

(b) Pre-Proposal Meeting Questions - The Agency will respond in writing to Proposers’ questions, if any, raised at the pre-proposal meeting. In the event the Agency determines that formal clarification or change of RFP or Contract terms or Specifications are warranted, the Agency will issue formal written clarifications through Addenda, which will be posted on the Agency’s Project website.

(c) Responses to Formal Requests and Protests - The Agency will provide responses to all:

- (1) Requests for clarification
- (2) Requests for change of Contract terms or Specifications
- (3) Protests of Contract terms or Specifications

(d) Addenda - If the Agency determines that a formal request or protest raises an issue that should be resolved by amending a RFP provision, Specification or Contract term, the Agency will do so by issuing a formal Addendum clearly identifying the change as amending, revising, or modifying the RFP provision, Specification or Contract term in question. Information in an Addendum labeled “clarifications” do not change RFP provisions, Specifications, or Contract terms.

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The Agency may issue Addenda at any time up to 10 Calendar Days prior to the Proposal Due Date, unless the Agency extends the Proposal Due Date concurrent with issuance of the Addendum.

3.4 Prohibited Proposer Communications – In the interest of a fair and equitable selection process, Proposers and members of their teams are cautioned not to undertake any activities or actions to promote or advertise their Proposal except at Agency authorized presentations.

Proposers and their team members are not permitted to make any direct contact related to this Project with members of the Eugene or Springfield City Councils, City or County officials and staff, Community Advisory Group, Agency staff, NEPA consultants, Oregon Bridge Delivery Partners (“OBDP”) staff, the A&E firm, or the evaluation/selection committee members. If, as a result of a Proposer’s unauthorized promotion of their Proposal, any member of the selection committee receives input from members of the Eugene or Springfield City Councils, City or County officials and staff, Community Advisory Groups, Agency staff, NEPA consultants, OBDP staff, the A&E firm, the selection committee members or below-mentioned third-party stakeholders related to promoting the Proposers Proposal, the selection committee may respond with a reduction of the Proposers score. The Community Advisory Group representatives for this Project are:

COMMUNITY ADVISORY GROUP MEMBERS:			
	Name	Title	Organization
1	David Sonnichsen	Chair	CPC for Wilhamut Natural Area
2	Pat French	Planner & CPC Representative	Willamalane Park and Recreation District
3	Trevor Taylor	Natural Resources Supervisor	Eugene Parks and Open Space Division
4	Rich Hazel	Co-Chair	Laurel Hill Valley Citizens Association
5	John Barofsky	Co-Chair	Fairmount Neighbors
6	Bob Kline	Chair	Harlow Neighbors
7	Dave Carvo	Vice Chair	Glenwood Neighborhood Group
8	Charlotte Behm	Representative	Springfield Neighborhood and CPC for Wilhamut Natural Area
9	Renee Benoit	Membership Dir.	Springfield Chamber of Commerce
10	David Hauser	President	Eugene Area Chamber of Commerce
11	Chris Ramey	Director & Architect, University Planning Office	University of Oregon
CAG Alternates:			
1A	Charles Biggs	Member	CPC for Wilhamut Natural Area
2A	Greg Hyde	Planning & Development Manager	Willamalane Park & Recreation District
2A	Jake Risley	Planning & Development	Willamalane Park & Recreation District
3A	Philip Richardson	Landscape Architect	Eugene Parks and Open Space Division

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4A	Jan Wostmann	Co-Chair	Laurel Hill Valley Citizens Assoc.
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Should a Proposer desire from any of the Entities listed in this Section further factual information in support of its Proposal, they may request such information from the Agency's Single Point of Contact, identified in Section 3.1. Any information obtained (on Proposer's behalf) by the Agency will be provided to all potential Proposers via Addendum to the RFP, and will be posted on the Agency's Project website.

No member of Proposer's organization may communicate with members of another Proposer's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this procurement.

Attendance at public involvement meetings is appropriate as an observer. Proposers and their team members shall not contact third-party Stakeholders including:

- Environmental resource agencies
- Railroad personnel
- Utility companies, and
- Neighborhood associations

4.0 Best Value Selection - The Agency will utilize a Best Value selection process in this procurement to award a Contract to the responsible Proposer that demonstrates it can deliver the best combination of price and quality in the both the Pre-construction Phase and Construction Phase of the Project. The Best Value selection process will include the evaluation of two (2) components; a Project Proposal and a Price Proposal.

5.0 Proposals Property of Agency - With the exception of Proposals that are withdrawn prior to the Proposal Due Date, all information submitted by a Proposer in response to the RFP shall become the property of the Agency and will not be returned to the Proposer. All copies of properly-withdrawn Proposals will be returned to the Proposer unopened.

6.0 Letter of Interest - Each Proposer intending to submit a Proposal must submit a Letter of Interest, addressed to the attention of the Agency's Contact identified in Subsection 3.1, indicating its intent to submit a Proposal and its desire to be considered for the Project. The Letter of Interest can be submitted either as a hard copy by mail, fax, or electronically by email.

The letter shall also identify the Proposer's Contact (per Subsection 3.2), including the Contact's address, phone and fax numbers and e-mail address. An authorized representative of the Proposer's organization shall sign the letter.

All Letters of Interest must be delivered to the Agency's Contact either prior to, or at the Mandatory Pre-Proposal Meeting to be held on the date and time specified in Section 2.0. Submittal of this Letter of Interest is mandatory and the Agency **will not** accept the Proposal of any Proposer failing to submit a Letter of Interest by the close of the Mandatory Pre-Proposal Meeting.

7.0 Mandatory Pre-Proposal Meeting - The Agency will hold a joint informational meeting with all Proposers prior to the Proposal Due Date, on the date and time identified in Section 2.0, unless otherwise notified by the Agency. Unless otherwise notified, the meeting will be

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held at the following location:

Oregon Department of Transportation
Materials Lab Building, Large Conference Room
800 Airport Road
Salem OR 97301

Attendance at this meeting is mandatory and the Agency **will not** accept the Proposal of any Proposer failing to attend. Proposers are expected to bring appropriate members of their teams. The Agency will respond in writing to Proposers' questions, if any, raised at the meeting in accordance with the terms of Subsection 3.3(d).

8.0 Interviews - An interview process with the Proposers identified in the Notice of Competitive Range will be conducted. The interview process will be used to clarify the information contained in the Proposal, but not to modify the Proposal. The Proposal evaluation committee will use the interviews to confirm or modify the scoring of the Proposals and to clarify any questions.

9.0 Clarification or Modification of RFP Provisions, Specifications, or Contract Terms - Clarification or modification of provisions of the RFP, any Addenda, Contract term, or Specification, can be pursued through submittal of:

- (a) Requests for clarification
- (b) Requests for change of Contract terms or Specifications
- (c) Protests of Contract terms or Specifications

All requests and protests permitted under Sections 9.1 – 9.3 shall be in writing in the format specified, and submitted by the deadlines shown in Section 2.0, if applicable. Requests and protests permitted under Sections 9.1 – 9.3 may be submitted in any of the following ways: by email to the email address shown for the Agency's Contact in Section 3.1, by fax to the fax number shown for the Agency's Contact in Section 3.1, or by hardcopy delivered by U.S. Mail, personal delivery or courier. The Agency will confirm receipt, by email directed to the Proposer's Contact, of all requests and protests received. Proposers shall be responsible for monitoring for email receipt confirmations.

9.1 Requests for Clarification - Proposers may request, in writing, clarification of RFP provisions, Contract provisions, and Specifications that the Proposer considers unclear or incomplete. To be considered, the request for clarification must identify the unclear language or omission, or the specific discrepancies between identified provisions that result in ambiguity. All requests for clarification shall be submitted in the format of Form PQ – Proposers Questions, and may be submitted in any of the following ways: by email to the email address shown for the Agency's Contact in Section 3.1, by fax to the fax number shown for the Agency's Contact in Section 3.1, or by hardcopy delivered by U.S. Mail, personal delivery or courier.

9.2 Requests for Change of Contract Terms or Specifications - Proposers may submit a written request for change of Contract terms or Specifications setting out the language for which change is sought and indicating the document title, page, and

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Section or Subsection where the language is located. To be considered, the request must include the reason for the requested change, supported by factual documentation, and the proposed change. Requests submitted under this provision may be submitted in any of the following ways: by email to the email address shown for the Agency's Contact in Section 3.1, by fax to the fax number shown for the Agency's Contact in Section 3.1, or by hardcopy delivered by U.S. Mail, personal delivery or courier.

9.3 Protests of Contract Terms or Specifications - Any Proposer that believes a Contract term or Specification is unnecessarily restrictive or limits competition may submit, in writing, a protest setting out the language for which change is sought and indicating the document title, page, and Section or Subsection where the language is located. To be considered, the protest must include a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to the Proposer if the protest is not granted, and the proposed change.

Protests may be submitted in any of the following ways: by email to the email address shown for the Agency's Contact in Section 3.1, by fax to the fax number shown for the Agency's Contact in Section 3.1, or by hardcopy delivered by U.S. Mail, personal delivery or courier.

10.0 Modifying a Proposal Prior to Proposal Due Date

10.1 Erasures, Interlineations, Strikeouts - If the initial Proposal has been modified by hand-written interlineations, strikeouts, or erasures, each such alteration must be initialed in ink by the signatory to the Proposal.

10.2 Subsequent to the Initial Submittal - Subsequent to Proposal submittal, a Proposer may submit written modifications identified either by redlined text or on Proposer's letterhead indicating the revisions with reference to the Proposal or form Section, Subsection, paragraph (if applicable) and page number. The Proposer must submit with its Proposal modifications an affirmation signed by each of the original signatories that the modifications amend the terms of the Proposal previously submitted.

11.0 Withdrawing a Proposal

11.1 By Written Notice - A Proposer may withdraw its Proposal prior to the Proposal Due Date identified in Section 2.0 by submitting written notice on Proposer's letterhead signed by an authorized representative. The notice must include the name and telephone number of the Proposer's representative that will be contacted to arrange for the Proposer to retrieve the withdrawn Proposal.

11.2 In Person - A Proposer may withdraw its Proposal in person prior to the Proposal Due Date upon presentation of identification and evidence of authorization to act for Proposer. If possible, the Agency will return all Proposal materials at the time an in-person withdrawal is presented.

11.3 Subsequent Proposal Submittal Not Precluded - Withdrawal of a Proposal will not preclude a Proposer from subsequently submitting a new Proposal, so long as

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that new Proposal is properly submitted and received by the Agency's Contact prior to the Proposal Due Date.

12.0 Conflict-of-Interest Disclosure Requirements – Proposers shall comply with the following Conflict of Disclosure (“COI”) requirements:

12.1 Conflict of Interest Guidelines and Disclosure - Proposers are responsible for being aware of, and complying with, the requirements of the Agency's Conflict of Interest Guidelines and Disclosure Policy (see Form COI). Proposer shall submit Form COI and attach a full disclosure of all potential 23 CFR 636 organizational Conflicts of Interest as defined in the Agency's Conflict of Interest Guidelines and Disclosure Policy.

Each of the following circumstances shall be deemed an organizational Conflict of Interest disqualifying affected Proposers:

- (a) Participation by any of the following Entities on more than one Proposer's team: a Principal Participant, the Project Principal, the Project Manager or the Construction Manager
- (b) Participation of an Associate of any Entity identified in clause (a) above on another Proposer's team.

All Proposers affected by an actual Conflict of Interest will be disqualified, even if the Entity or Associate causing the conflict is intended to have a different or lesser role than that described above. The Agency, in its sole discretion and at any time, reserves the right to make further inquiry/clarification of a Proposer regarding missing information or clarification of statements made in the COI. Agency may request additional information related to the COI as necessary to determine if a conflict exists. If, following review of a Proposer's COI Disclosure Form, a firm is determined to have a Conflict of Interest that cannot reasonably be mitigated to the Agency's satisfaction their submitted Proposal may be considered non-responsive.

13.0 Cost of Proposals – All costs incurred in preparing and submitting a Proposal and participating in interviews in response to this Solicitation will be the responsibility of the Proposer and shall not be reimbursed by the Agency.

14.0 Contractual Obligations

14.1 Contract Obligation - All Proposers who submit a Proposal in response to this Solicitation understand, acknowledge and agree that the Agency is not obligated to thereby to enter into an agreement with any Proposer and further has absolutely no financial obligation to any Proposer.

14.2 Substantial Compliance Required - The Agency may in its discretion reject any Proposal that does not substantially comply with the requirements set forth in the RFP, including the Instructions to Proposers, and applicable public procurement procedures.

14.3 Registration Requirements:

- (1) The successful Proposer must be registered with the Oregon Construction Contractors Board prior to Contract execution.

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- (2) ORS 60.701 requires that foreign corporations be registered by the State of Oregon, Office of Secretary of State, before conducting business in the state. A foreign corporation (ORS 60.001) means a corporation-for-profit incorporated under a law other than the law of the State of Oregon. All firms that are part of a Proposer's team must be registered by the State of Oregon.

14.4 Prevailing Wage Rates - The "Davis-Bacon Wage Determinations" and the Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act" apply to this Project.

The wage rate and fringe benefits listed in the "Davis-Bacon Wage Determinations for Highway Construction Projects" shall be paid unless a higher wage rate and fringe benefits is listed in the Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act", in which case, the higher wage rate and fringe benefits shall be paid (see ORS 279C.836). The BOLI publication is a separate document and is incorporated into this Project by reference and can be accessed at:

http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml

The wage rates that will apply to this Project will be identified at the time the initial set of construction Specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the Project.

14.5 Reservation of Agency Rights – The Agency reserves all rights regarding this Solicitation, including, without limitation, the right to:

- (1) Amend or cancel this Solicitation without liability if Agency determines that amendment or cancellation would be in the public interest.
- (2) Reject all Proposals received by reason of this request without liability, if such rejection would be in the public interest.
- (3) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and to seek clarification of each Proposal, if required.
- (4) Reject any Proposal that fails to substantially comply with all prescribed Solicitation procedures and requirements.
- (5) Negotiate within the scope described in this Solicitation to serve the best interest of the public.
- (6) Amend any Contract resulting from this Solicitation.
- (7) Extend any Contract resulting from this Solicitation without an additional solicitation process.
- (8) At its sole discretion, cancel any negotiations with any Proposer, withdraw the Notice of Intent to Award, and proceed to negotiate with the next highest ranked Proposer until successful Contract negotiation or cancellation of this Solicitation.

15.0 Responsiveness, Responsibility, and Rejection of Proposals

15.1 Responsiveness - The Agency has determined that failure to properly submit the following items, or meet the following requirements, will render the Proposal non-

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responsive:

- (a) All documents listed in Response Category I
- (b) CM/GC Fee Percentage Form
- (c) CM/GC Proposal Security

15.2 Labeling Proposals as Trade Secret or Confidential, Proprietary - If a Proposal is entirely or predominately labeled as a "Trade Secret" or "confidential, proprietary", the Proposal may in the sole discretion of the Agency, be deemed non-responsive unless the improper designation of trade secret or confidential, proprietary information is corrected within the time (if any) allowed by the Agency (see Section 16.1).

15.3 Unintentionally Incomplete or Omitted Proposal Responses - Unless the Agency, in its discretion, determines that a submitted Proposal is not in substantial compliance with RFP requirements as provided in Section 14.2, or has been deemed non-responsive by the Agency under Subsection 15.2, unintentionally incomplete, qualified, or omitted responses to Proposal Response Categories II through IV, unlike the omission of any required submittals listed in Section 15.1, will be dealt with as a matter of Proposal scoring as opposed to responsiveness.

15.4 Agency Right to Seek Clarification; Waiver - As permitted by Law, the Agency may seek clarification of any response that, in the Agency's sole discretion, it deems necessary or advisable, and the Agency may waive minor informalities and irregularities.

15.5 Responsibility and Rejection of Proposals - The Agency will reject any Proposal submitted by a Proposer that does not meet the applicable standards of responsibility set forth in OAR 731-005-0670(1)(c)(H).

15.6 Rejection in the Public Interest - The Agency reserves the right to reject any Proposal in the exercise of its discretion pursuant to OAR 731-05-0670(1)(a). The Agency may reject all Proposals for good cause upon a finding that to do so is in the public interest in accordance with the criteria set forth in OAR 731-005-0680(2).

16.0 Trade Secrets

16.1 Identification of Information - Proposers must identify information constituting trade secrets under either ORS 192.501(2) or ORS 646.461(4), or confidential, proprietary information, included in the Proposal if they wish to protect such information from disclosure either (a) to other Proposers during the procurement process or (b) to the public as a public record. Proposers must designate trade secret and confidential, proprietary information appearing in the text of the Proposal by including it within brackets and by including at the bottom of the Proposal page on which they appear the applicable identifying legend(s):

- (a) This page contains information that constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except in accordance with applicable Law.

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- (b) This page contains information that constitutes a trade secret under ORS 646.461(4) and is not to be disclosed except in accordance with applicable Law.
- (c) This page contains confidential, proprietary information and is not to be disclosed except in accordance with applicable Law.

Moreover, Proposers are advised that price information submitted in response to a RFP is generally not considered a trade secret under the Oregon Public Records Law. Further, submitted information that is already in the public domain is not protected.

The entire Proposal may not be labeled as a "Trade Secret" or "confidential, proprietary". If a Proposal is entirely or predominately labeled as a "Trade Secret" or "confidential, proprietary", the Proposal may in the sole discretion of the Agency, be deemed non-responsive unless the improper designation of trade secret or confidential, proprietary information is corrected within the time (if any) allowed by the Agency.

16.2 State Immunity - The State shall not be liable for disclosure or release of information when authorized or required by Law to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

17.0 Proposal Security

17.1 Requirements - Proposal Security in the amount of **\$500,000** must accompany each Proposal.

17.2 Return of Proposal Security

- (a) Proposal Security of Proposers making the Competitive Range will be returned after the Contract has been executed.
- (b) Proposal Security of Proposers **NOT** making the Competitive Range will be returned upon issuance of the Notice of Competitive Range per Subsection 18.2(a).
- (b) In the event all Proposals are rejected and the solicitation is cancelled, all forms of Proposal Security will be returned promptly.

18.0 Selection and Award

18.1 Proposal Opening - Proposals will be publicly opened at the Proposal Due Date and time set out in Subsection 2.0. Only the name of the Proposers will be read at the Proposal Opening.

18.2 Competitive Range Selection; Protests

(a) **Competitive Range Selection** - The Competitive Range will consist of the four (4) top-scoring Proposers. Provided, however, the Agency will not include any Proposer in the Competitive Range or award a Contract to any Proposer

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whose Proposal receives a percentage score of less than 41% for any Response Category II through IV, or a percentage score of less than 21% for any Response Category II through IV sub-factor.

The Agency will issue Notice of Competitive Range selection upon making its determination.

The Agency may increase the Competitive Range if in its sole discretion it determines that the alignment of Proposal scores warrants a larger number. The Agency may decrease the Competitive Range at any time it determines in its sole discretion that the number of responsible Proposers submitting responsive Proposals is less than the Competitive Range.

(b) Competitive Range Protests - An adversely-affected Proposer may submit a written protest of the Agency's decision to exclude the Proposer from the Competitive Range. The protest shall specify the grounds upon which the protest is based. To be adversely-affected or aggrieved, the Proposer must demonstrate that but for the Agency's (a) error in failing to reject a non-responsive higher-ranked Proposal, or (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been included in the Competitive Range.

Competitive Range protests must be received by the Agency by the deadline specified in the Notice of Competitive Range.

18.3 Invitation to Interview - Upon concluding its evaluation and initial ranking, and establishment of the Competitive Range, the Agency will deliver an invitation to interview to those Proposers identified in the Notice of Competitive Range.

18.4 Negotiations and Modification of Contract Documents – The Agency may, at its option, conduct negotiations with the Best-Value Proposer regarding any remaining issues pertaining to details of Contract performance, methods of construction, timing, assignment of risk in specified areas, the maximum not-to-exceed Pre-construction Costs, reduction in proposed CM/GC Fee, and other matters that may affect cost or quality, provided that the general Work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the RFP. The Agency will make such modifications to the Contract Documents as it may determine, in the exercise of its sole discretion, to be necessary to fully incorporate the terms of the Best-Value Proposer's Proposal, to correct any inconsistencies, ambiguities, or errors that may exist in the Contract Documents, and to clarify Contract terms, including technical requirements and Specifications, if any. If, in the Agency's sole discretion, it determines that the Best-Value Proposer is not responsive to the negotiation process, or that the parties will be unable to reach a mutually-acceptable Contract, the Agency may terminate negotiations with the Best-Value Proposer. The Agency will then continue the process of negotiation with the next highest-ranked Proposer in the Competitive Range until the Agency either successfully negotiates a Contract or cancels the procurement.

18.5 Notice of Intent to Award - Upon the Agency's completion of successful

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negotiations with the apparent Best-Value Proposer, the Agency will issue Notice of Intent to Award. Upon expiration of the mandatory award protest period described in Section 18.6, the apparent Best Value Proposer shall sign a CM/GC Contract in substantially the form set forth as the sample CM/GC Contract included in this RFP, and as may be modified by the negotiations.

If the apparent Best-Value Proposer is not able to execute the CM/GC Contract within 10 Calendar Days of receipt of the Contract, or such later date as the Agency may authorize, Agency may enter into negotiations with the next highest ranking Proposer.

If all Proposals are rejected, all Proposers will be promptly notified.

18.6 Protest of Award - A Proposer may protest an Award selection only if the Proposer is within the Competitive Range and is adversely-affected or aggrieved. To be adversely-affected or aggrieved, the Proposer must demonstrate that but for the Agency's (a) error in failing to reject a non-responsive higher-ranked Proposal, or (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been the highest-ranked Proposer and therefore eligible for Contract Award. Award protests must be submitted in writing by the deadline specified in Section 2.0.

18.7 Apparent Best-Value Proposer Required Submittals - Within 10 Calendar Days of the date of the delivery of the Contract Documents by the Agency, the apparent Best-Value Proposer shall provide the Agency, in writing:

(a) Public Works Bond - A copy of the Public Works Bond filed with the Construction Contractors Board complying with statutory requirements.

(b) Evidence of Authority

(1) The names of all signatories to the anticipated CM/GC Contract, their capacities and the names of their respective principals if not already provided, and

(2) Corporate Resolutions or Bylaws evidencing the authority of each named signatory to act for its principal in executing the CM/GC Contract and bind the principal to the terms of the Contract, if not already provided.

(c) Licenses - Evidence that the CM/GC and its personnel are properly licensed to perform the Work.

(d) Insurance Certificates – Insurance certificates evidencing the required insurance coverages as specified in Exhibit G to the sample **CM/GC Contract**.

18.8 Contract Execution and Delivery of Required Documents

(a) By Best Value Proposer - The selected Proposer must execute two (2) originals of the CM/GC Contract and return the executed originals, together with (a) the rest of the Contract Documents, and (b) the Apparent Best-Value Proposer required submittals set

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out in these Instructions to Proposer, to the Agency within 10 Calendar Days of the date of the delivery of the Contract Documents by the Agency, or within such longer period as the Agency may set in writing prior to or during the response period established herein. The selected Proposer's failure to execute and deliver the duly-executed CM/GC Contract, Contract Documents, and required submittals to the Agency within the response period, will result in (a) forfeiture of the Proposal Security as liquidated damages payable to the Agency, and (b) the Agency's commencement of negotiations with the next highest-ranking Best Value Proposer. If the selected Proposer is a joint venture or partnership, each joint venture member or partner must sign the CM/GC Contract on behalf of both itself and Proposer.

(b) By Agency - If the Agency fails to execute the CM/GC Contract and deliver to the selected Best Value Proposer an original of the Contract Documents within forty-five Calendar Days following receipt of the Proposer's duly-executed CM/GC Contract, Contract Documents, and other required submittals, the Proposer shall have the right to withdraw the Proposal without penalty.

19.0 Proposal Preparation and Submittal Instructions

19.1 Package Labeling and Delivery - The Proposal shall be delivered in a sealed container clearly labeled with the Project name, the Proposer's name and return address, and "**Proposal – Procurement Sensitive.**"

Each of the following components of the Proposal shall be packaged separately within the sealed container:

- (1) Project Proposal (Category I thru Category IV)
- (2) Project Proposal (Category V – sealed)
- (3) Price Proposal (Category VI)
- (4) Price Proposal (Category VII - sealed)

The Proposal may be sent by United States Mail or private carrier (i.e., Federal Express, United Postal Service, etc.), or be hand-delivered to:

ODOT Procurement Office – Construction
455 Airport Road, SE
Building K
Salem OR 97301-5348

19.2 Organization and Formatting; Number of Copies

(a) Text and Prices - Text shall be in English in a standard font, a minimum of 12 points in height, single-spaced. Font size on tables and figures may be of any size so long as it is easily readable. Any currency referenced shall be in US currency, in current dollars and cents.

(b) Forms - In each case in which a form is required to be submitted, it will be found at the end of these Instructions to Proposers and its use is mandatory.

(c) Organization - Proposals shall be organized and formatted as specified herein.

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(1) Dividers – Each Proposal Response Category shall be preceded by a simple, blank divider identifying **only** the Response Category (e.g., “Response Category I – Legal Information, “Response Category II - Proposers Organization and Expertise,” etc.).

(2) Location of Forms:

a. Project Proposal - Locate all Response Category I forms at the end of that section after a tab labeled “Response Category I Forms”.

b. Price Proposal - Include the CM/GC Fee Percentage Form and Proposal Security document in the order set out in Subsection 22.6.

(3) Numbering System - Number each page in each Proposal Response Category consecutively. Center page numbers at the bottom of each page.

(4) Page Size; Double-Sided - Proposal pages shall be 8-½ inch x 11-inch paper. Drawings or sketches shall be submitted on 11-inch x 17-inch and/or 8 ½-inch x 11-inch paper. Schedule plots shall be on 8-½-inch x 11-inch or 11-inch x 17-inch paper. Double-sided pages shall be used except for pre-printed information, such as corporate brochures, and the original copy of all signed forms, which shall be single-sided.

(5) Page Count and Page Limits

a. Project Proposal Response Category I – There is no page limit on the information required to be submitted under Response Category I.

b. Project Proposal Response Categories II through IV – Proposal responses to Response Categories II through V shall be limited to the combined maximum number of 50 pages, exclusive of section dividers and tabs, schedule plots, and forms. All information submitted in Response Categories II through IV will be counted in calculating page count, regardless of format or medium, including all materials attached to, or included on, section dividers and tabs. Information submitted on 11-inch x 17-inch paper will count as two (2) pages. In the case of electronic data, the Agency will reduce it to paper format and include those pages in the page count at the point in the Proposal that the electronic format was inserted.

c. Project Proposal Response Category V (Not Scored) – Proposal responses to Response Category V shall be limited to a combined total of five (5) pages, exclusive of section dividers and tables, but will not be counted against the fifty (50) page limit.

d. Price Proposal Response Category VI – There is no page limit pertaining to the Price Proposal.

e. Price Proposal Response Category VII (Not Scored) – There is no page limit on the information required to be submitted under Response Category VII.

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(d) Legible and Reproducible - Proposers should present information clearly and concisely. Text or other information that is difficult to read may be disregarded, potentially resulting in either a lowered score or rejection of the Proposal as non-responsive.

All Proposal responses shall be easily reproducible by normal black and white photocopying machines. Color photographs, renderings and brochures shall be adequately bound and suitably protected for handling and circulation during review.

(e) Number of Copies – Proposers shall submit the following number of copies:

- (1) Project Proposal – Categories I through IV:** One (1) original and 10 true copies
- (2) Project Proposal – Category V:** One (1) original
- (3) Price Proposal – Category VI:** One (1) original and 10 true copies
- (4) Price Proposal – Category VII:** One (1) original

Label the original Proposals “ORIGINAL” and label each copy “COPY”.

Additionally, one (1) electronic copy of the Project Proposal - Categories I through IV, and the Price Proposal - Category VI only shall be submitted in Adobe.pdf format, organized and numbered consistent with the required organization and formatting of the hard copies.

20.0 Proposal Evaluation Methodology - The evaluation process will be conducted in a fair and impartial manner, where the evaluation committee, made up of several qualified individuals representing the Agency, other local or State agencies, and the private sector, will evaluate Proposals and conduct and evaluate Proposer interviews. The evaluation of Proposals will be conducted in five (5) phases:

- Phase 1: Evaluation of Minimum Proposal Requirements
- Phase 2: Evaluation of the Project and Price Proposals
- Phase 3: Initial Ranking of Proposals / Notice of Competitive Range
- Phase 4: Mandatory Interviews and Final Ranking
- Phase 5: Contract Negotiation, Intent to Award, and Contract Award

20.1 Phase 1: Evaluation of Minimum Proposal Requirements – The purpose of this phase is to determine if the Proposal meets the responsiveness requirements listed in Section 15.1.

Proposals will be reviewed by the Agency to determine if they are complete. Proposer’s failure to comply with the instructions or to submit a complete Proposal may result in it being deemed non-responsive, except that the Agency reserves the right to waive minor irregularities.

Only those Proposals determined to be responsive will be considered for further evaluation, scoring and ranking. The Agency reserves the right to reject all Proposals if it is deemed in the public interest to do so.

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20.2 Phase 2: Evaluation of Project and Price Proposals: Responsive Proposals will be scored independently by members of the evaluation committee as to how well the Proposer responded to each of the requirements identified in Sections 22.2 through 22.4, as well as to the merits of those responses. Proposal responses for Response Categories II through IV will be evaluated/scored using the percentage rating guidelines set out in Section 21.0(b). The total point score for each Response Category will be calculated by multiplying the percentage rating given for each Response Category by the maximum point score available for that Response Category.

Proposal responses to Response Category VI will be evaluated /scored using the Price Proposal scoring calculation set out in Section 21.0(d)(3).

Each Proposal will be given a total score by adding the Project Proposal score and the Price Proposal Score for a total Proposal score as set out in Section 21.2.

20.3 Phase 3: Initial Ranking of Proposals and Establishment of Competitive Range – The total point scores as determined by the evaluation committee will determine the initial ranking of each Proposal. Upon completion of the initial ranking of each Proposal, the Agency will establish the Competitive Range consisting of the top four (4) ranked Proposers. The Proposers listed in the Notice of Competitive Range will be sent an invitation to interview.

20.4 Phase 4: Mandatory Interviews and Final Selection – After completion of the initial ranking of each Proposal, the establishment of the Competitive Range, and expiration of the Notice of Competitive Range protest period, a mandatory interview process with the Proposers identified in the Notice of Competitive Range will be conducted. The Agency will notify Proposers in writing of the dates, times and locations, rules, requirements and protocols for the interview, and methods for designating written or oral information as to trade secrets under the Oregon Public Records Law.

The CM/GC's Principal Participant, Project Manager and Construction Manager named in the Proposal must be present at the interview. In addition, the Proposer may bring two (2) additional members of its choice to the interview. The interview process will be used to clarify the information contained in the Proposal, but not to modify the Proposal. Based upon the initial Proposal scoring, as may be modified by the interview, the Proposals will be given final ranking by the evaluation committee.

The evaluation committee will use the interviews to confirm or modify the scoring of the Proposals and to clarify any questions. Based on the revised scoring, the evaluation committee will rank the Proposals, and identify the highest-ranked Proposal and Best Value Proposer. The evaluation committee will provide an award recommendation to the Agency CM/GC Selection Official.

Agency is not responsible for any costs incurred by Proposers, including those selected to interview.

20.5 Phase 5: Contract Negotiations / Contract Award – The Agency will attempt to negotiate the pricing terms of the CM/GC Contract with the Best Value Proposer. During any negotiations following selection of the Best Value Proposer, Agency will entertain suggestions on refinement of the CM/GC Contract and its exhibits for Pre-construction Phase Services only when:

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- (1) The general scope of Work remains the same
- (2) The field of competition does not change as a result of material changes to the requirements stated in the RFP
- (3) Acceptance of the proposed change would not increase the proposed CM/GC Fee.

Upon commencement of negotiations with the Best Value Proposer, the Agency will open and review the sealed Pre-construction Phase Services Proposal submitted under Price Proposal Response Category VII. The information submitted in the Pre-construction Phase Services Proposal will be the basis for negotiation and agreement on the proposed personnel, hours and hourly rates for Pre-construction Phase Services.

The intent of these provisions is to avoid any unfair competitive advantage or disadvantage in the procurement process.

If the Agency is unable to agree upon the terms of the CM/GC Contract with the Best Value Proposer, the Agency reserves the right, in the exercise of its sole discretion, to enter into negotiations with the next highest-ranked Proposer.

Upon successful negotiation of the CM/GC Contract, the Agency will issue a Notice of Intent to Award to all Proposers identified in the Competitive Range. Upon expiration of the seven (7) Calendar Day Notice of Intent to Award protest period, the Agency will proceed with final award of the CM/GC Contract.

20.6 Disqualification – Any attempt by a Proposer to improperly influence a member of the evaluation committee during the Proposal evaluation and scoring process will result in the elimination of that Proposers Proposal from consideration.

21.0 Project Proposal and Price Proposal Evaluation:

(a) **Project Proposal Response Category I** – The submittals required under Response Category I will be evaluated as a matter of responsiveness on a **pass/fail** basis.

(b) **Project Proposal Response Categories II through IV** – Proposal responses for Response Categories II through IV will be evaluated/scored using the percentage rating guidelines set out in (1) below. The total point score for each Response Category will be calculated by multiplying the percentage rating given for each Response Category by the maximum point score available for that Response Category.

(1) Percentage Ratings Applied to Response Categories II through IV:

Percentage Range	Criteria for Percentage Range
81-100	The Proposer has demonstrated an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the Agency. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.

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Percentage Range	Criteria for Percentage Range
61-80	The Proposer has demonstrated an approach that is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.
41-60	The Proposer has demonstrated an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Proposal demonstrates a reasonable probability of success. Weaknesses are minor.
21-40	The Proposer has demonstrated an approach that fails to meet stated criteria, as there are Weaknesses and/or Deficiencies. The response is considered marginal in terms of the basic content and/or amount of information provided for evaluation. Modification would be required for the Proposal to be acceptable.
0-20	The Proposer has demonstrated an approach that indicates Significant Weaknesses/Deficiencies. The Proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is little reasonable likelihood of success. Weaknesses/Deficiencies are so major and/or extensive that a major revision to the Proposal would be necessary.

(2) Total Project Proposal Score – The Project Proposal score is calculated by totaling all Response Category II through IV scores.

(c) Project Proposal Response Category V - The submittals required under Response Category V will **not** be scored and will remain sealed until after execution of the CM/GC Contract. Response Category V submittals will be returned unopened to all non-successful Proposers after Contract Award.

(d) Price Proposal Response Category VI – Utilizing the CM/GC Fee Percentage Form, Proposers shall submit their proposed CM/GC Fee as a percentage (%) carried out to four (4) decimal points (e.g., 0.0000%).

(1) Calculation - Price Proposals will be scored in accordance with the following method of calculation:

$$\frac{\text{Lowest CM/GC Fee Percentage}}{\text{Proposer's CM/GC Fee Percentage}}$$

(e) Price Proposal Response Category VII – Utilizing Form PP, Proposers shall submit their proposed personnel, hours and hourly rates for the Pre-construction Phase Services. The submittal required under Response Category VII will **not be scored** and will remain sealed until commencement of negotiations with the Best Value Proposer. Response Category VII submittals will be returned unopened to all non-successful Proposers after Contract Award.

21.1 Relative Weights - The relative weights allocated to the Project and Price Proposals to be used in calculating the total score will be as follows:

Deleted: (1) Price Realism and Reasonableness - The Agency will make a preliminary evaluation of the Price Proposal Response Category VI to determine if the CM/GC Fee percentage set forth reflects Price Realism and Price Reasonableness. ¶
 ¶
(2) Unbalanced Pricing - The Agency may also make a preliminary evaluation of the Price Proposal to determine if the proposed CM/GC Fee percentage is significantly unbalanced to the potential detriment of the Agency. ¶
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Project Proposal Weight = 85%
Price Proposal Weight = 15%

21.2 Total Proposal Score - The Agency will score all Proposals using the following formula:

$$\text{Total Score} = (\text{Project Proposal Weight} \times \text{Pf-1}) + (\text{Price Proposal Weight} \times \text{Pf-2})$$

$$\text{where Pf-1 (Project Proposal Factor)} = \frac{\text{Proposer's Project Proposal Score}}{\text{Highest Project Proposal Score}}$$

$$\text{and Pf-2 (Price Proposal Factor)} = \frac{\text{Lowest CM/GC Fee Percentage}}{\text{Proposer's CM/GC Fee Percentage}}$$

SCORING EXAMPLE:

PROPOSER A: Project Proposal Score = 1850 CM/GC Fee % = 4.5000%	PROPOSER B: Project Proposal Score = 1900 CM/GC Fee % = 3.5000%	PROPOSER C: Project Proposal Score = 1950 CM/GC Fee % = 5.5000%
Project Proposal Score: (1850/1950 = 0.9487) x 85% = 0.8064	Project Proposal Score: (1900/1950 = 0.9744) x 85% = 0.8282	Project Proposal Score: (1950/1950 = 1.0000) x 85% = 0.8500
Price Proposal Score: (3.5000/4.5000 = 0.7778) x 15% = 0.1167	Price Proposal Score: (3.5000/3.5000 = 1.0000) x 15% = 0.1500	Price Proposal Score: (3.5000/5.5000 = 0.6363) x 15% = 0.0955
TOTAL SCORE: 0.8064 + 0.1167 = 0.9231	TOTAL SCORE [Best Value]: 0.8282 + 0.1500 = 0.9782	TOTAL SCORE: 0.8500 + 0.0955 = 0.9455

The maximum number of points available shall be the total sum of points available for Categories II through IV, which is: 3000 points, allocated as follows:

Response Category II – Key Personnel Expertise: 1400 Points
 Response Category III – Roles and Responsibilities: 600 Points
 Response Category IV – Project Approach: 1000 Points

Breakdown of points within each Category are defined in Section 22.2 through Section 22.4.

22.0 Proposal Response Categories and Required Proposal Content – Regardless of the score assigned to any Proposal evaluation factor or Response Category and not withstanding the fact that a Proposal is selected for award, only those portions of Response

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Categories II through IV of the Proposal that meet or exceed the Agency's minimum Contract requirements, as determined by the Agency in its sole discretion, shall be incorporated into the resulting Contract. Those portions that do not meet or exceed the stipulated criteria, as determined by the Agency in its sole discretion, shall not be incorporated into the resulting Contract or modify any of the terms and conditions of the Contract Documents.

22.1 Project Proposal Response Category I – Legal Requirements

PASS / FAIL

Submit responses for each element of Category I using the required forms as instructed acknowledging receipt of RFP, all Addenda and the final responses to questions, if any, issued by Agency.

(a) Cover Letter - Proposer shall provide with its Project Proposal a one-page cover letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants, the Project Principal, the Project Manager, and the Construction Manager. Proposer shall reconfirm and/or identify any changes to the "Proposer's Contact" previously identified in the Letter of Interest submitted as required by Section 6.0, including the address and telephone and fax numbers and e-mail address to which communications should be directed. An authorized representative of Proposer's organization shall sign the letter. If Proposer is not yet a legal Entity or is a joint venture or general partnership, authorized representatives of all Principal Participants shall sign the letter. The Proposer shall attach to the cover letter the Acknowledgment of Receipt acknowledging receipt of RFP, all Addenda and the final responses to questions, if any, issued by Agency.

(b) Forms:

(1) Proposal Signature Page and Firm Offer

(2) Lobbying Certificate - Form LC

(3) Non-Collusion Affidavit - Form NC

(4) Conflict of Interest Disclosures – Form COI

(5) Certificates Regarding Ineligible Contractors - Form IC

(c) Evidence of Corporate Existence; Certificate of Authority - Submit the following, as applicable:

(1) A Certificate of Good Standing issued by Proposer's state of residence; or

(2) For Entities not residents of the State of Oregon, a Certificate of Authority to transact business in Oregon, issued by the Oregon Secretary of State.

(d) Evidence of Legal Structure - Submit Proposer's partnership agreement, corporate articles of incorporation and bylaws, or other organizational documents evidencing authority of the Proposer to engage in the type of business activities contemplated by the Contract to be awarded, to execute the Proposal Signature Page

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and Firm Offer, and submit its Proposal, and to enter into the Contract to be awarded.

(e) Evidence of Authority to Enter into Joint Venture and Execute Joint-Venture Agreement - If the Proposer is a joint venture or a partnership, submit a copy of the joint venture agreement or partnership agreement. Also, for each joint venture member or partner, as applicable, submit the partnership agreement or other organizational documents authorizing the member or partner to enter into the joint venture or partnership and to execute the joint venture agreement or partnership agreement and evidencing the authority of the partner or joint venture member to engage in the type of business activities contemplated by the Contract to be awarded.

(f) Evidence of Proposal Signatory Authority - Submit bylaws, or the corporate resolution, partnership agreement, joint venture agreement, or other organizational documents evidencing authority of each signatory to the Proposal Signature Page and Proposal Firm Offer to execute it and the Contract itself on behalf of the Proposer. If the Proposer is a joint venture or partnership, submit its organizational documents evidencing authority of each joint venture member or partner to execute the Proposal Signature Page and Proposal Firm Offer and the Contract, not only on behalf of the Proposer but also on behalf of the joint venture member or partnership. NOTE: If the Proposer is a joint venture or partnership, each joint venture member or partner must sign the Proposal Signature Page and Proposal Firm Offer.

(g) Surety Letter of Intent - Submit a letter of intent to issue Performance and Payment Bonds to the Proposer from a Surety. The letter shall confirm the Proposers ability to secure Bonds for the full Contract Amount up to **\$150,000,000**. The letter of intent may be submitted by a third-party representative of the Surety so long as the Proposer includes with the letter of intent evidence of the third party's authority to make the representations on behalf of the Surety.

22.2 Project Proposal Response Category II – Proposers Organization and Key Personnel Expertise:

Total Points Available for this Category = 1400

Submit the following:

(a) Resumes for the Project Principal, Project Manager and Construction Manager. Resumes shall include the individual's education, work history, length of tenure with the Proposer, and relevant experience with similar projects. Provide reference contacts for each individual.

Points Available for this Sub-Factor = 100

(b) A narrative response for the Proposers firm responding to **all** of the following (*if the Proposer is a partnership or a joint venture, provide responses for each partner or member*):

1. Describe the firm's resources and commitment to supporting and ensuring the success of this Project.
2. Describe the firm's experience in construction and management of construction on

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Highway and Bridge projects with similar size, complexity and challenges (irrespective of cost) as this Project.

3. Provide a description of the projects(s) highlighting similarities in scope, schedule, delivery methods, political environment, stakeholder interaction, value and the firm's organizational structure utilized on the project(s).
4. Describe the firm's experience with different project delivery methods, such as design-build, CM/GC, CM @ Risk, etc.

Points Available for this Sub-Factor = 400

- (c) A narrative for the Project Principal describing how they will support the Project Manager and Construction Manager and ensure their success on this Project.

Points Available for this Sub-Factor = 100

- (d) A narrative response for the Project Manager responding to all of the following:

1. Describe why the named Project Manager was selected to lead your team for this Project.
2. Describe what areas of expertise the Project Manager will provide for both the Pre-construction Phase Services and Construction Phase Services defined in the **CM/GC General Provisions**, Sections 00141 and 00142.
3. Describe what percentage of time the Project Manager will be dedicated to this Project during both the Pre-construction Phase and Construction Phase.
4. For the individual performing the Project Manager role on this Project:
 - a. Describe any experience in construction and management of construction on Highway and Bridge projects with similar size, complexity and challenges (irrespective of cost) as this Project.
 - b. Provide a description of the project(s) highlighting similarities in scope, schedule, delivery methods, political environment, stakeholder interaction and value.
 - c. Include a description of any innovative approaches used to deliver the project(s) on schedule and within budget.
5. Describe the individual's experience in interacting and collaborating with design firms on Highway and/or Bridge projects.
6. Describe the individual's experience working with public owners on the development and construction of Highway and/or Bridge projects.
7. Describe the individual's experience with different project delivery methods, such as design-build, CM/GC, CM @ Risk, etc.

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Points Available for this Sub-Factor = 400

(e) A narrative response for the Construction Manager responding to all of the following:

1. Describe why the named Construction Manager was chosen as the construction lead for this Project.
2. Describe what areas of expertise the Construction Manager will provide for the Construction Phase Services defined in the **CM/GC General Provisions**, Section 00142.
3. Describe what percentage of time the Construction Manager will be dedicated to this Project during both the Pre-construction Phase and Construction Phase.
4. For the individual performing the Construction Manager role on this Project:
 - a. Describe any experience in construction and management of construction on Highway and Bridge projects with similar size, complexity and challenges (irrespective of cost) as this Project.
 - b. Provide a description of the project(s) highlighting similarities in scope, schedule, delivery method, political environment, stakeholder interaction and value.
 - c. Include a description of any innovative approaches used to deliver the project(s) on schedule and within budget.
5. Describe the individual's experience in interacting and collaborating with design firms on Highway and/or Bridge projects.
6. Describe the individual's experience working with public owners on the development and construction of Highway and/or Bridge projects.
7. Describe the individual's experience with different project delivery methods, such as design-build, CM/GC, CM @ Risk, etc.

Points Available for this Sub-Factor = 200

(f) Describe additional staff at the disposal of the Project Manager, what duties these staff will perform, and at what stages or phases of Work they will perform these duties.

Points Available for this Sub-Factor = 200

22.3 Project Proposal Response Category III – CM/GC Roles and Responsibilities / Goals:

Total Points Available for this Category = 600

In narrative form, submit a response to each of the following:

(a) If you were the owner of the Project, describe how your team would assign roles and responsibilities among the CM/GC, Agency and A&E for the **Pre-construction Phase**.

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Indicate why assignments would be made to the parties and provide examples supporting the structure you propose.

Points Available for this Sub-Factor = 200

- (b) If you were the owner of the Project, describe how your team would assign roles and responsibilities among the CM/GC, Agency and A&E for the **Construction Phase**. Indicate why assignments were made to the parties and provide examples supporting the structure you propose.

Points Available for this Sub-Factor = 200

- (c) Describe your approach to meeting the Agency-defined goals for this Project.

Points Available for this Sub-Factor = 200

22.4 Project Proposal Response Category IV – Project Approach:

Total Points Available for this Category = 1000

In narrative form, submit a response to each of the following:

- (a) Describe your teams overall approach to CM/GC management.

Points Available for this Sub-Factor = 200

- (b) Describe your teams planned approach to this Project. Describe each of the following:

1. Proposers understanding of the Project.
2. Planned sequencing and phasing of Work, including Early Work Packages.
3. Planned Project schedule including interim milestones and Contract Completion Date(s).
4. Explain how you will approach the performance of the Work identified in Sections 00141 and 00142 of the **CM/GC General Provisions**, including cost estimating, constructability reviews, construction planning, risk assessment and mitigation, and construction to complete the Project within the established GMP.
5. Describe your process for managing change and present the project control system your firm intends to utilize to manage and control the execution of the Project.

Points Available for this Sub-Factor = 500

- (c) Share two (2) significant lessons learned on innovative delivery projects and provide a narrative on how you would approach the issues differently, or apply the lessons learned in those experiences on this Project.

Points Available for this Sub-Factor = 200

- (d) Beyond what has been asked for in this Solicitation, what does your team bring to this Project that you want to share with the evaluation/selection committee?

Points Available for this Sub-Factor = 100

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22.5 Project Proposal Response Category V – Diversity Plan Outline:
Points Available for this Category = NOT SCORED

(a) Provide a narrative describing the proposed Diversity Plan for the Project. The Plan should include:

- (1) A description of the Proposer’s commitment to maximizing diversity in subcontracting.
- (2) A subcontracting management plan and implementation strategy (*Plan may include application of best practices described in Section 00144 of the **CM/GC General Provisions***).
- (3) A description of the Proposer’s plans to ensure their projected subcontracting plan is applied at all tiers.
- (4) Identify the DBE and EEO representatives and their roles and responsibilities.
- (5) A narrative describing the Proposer’s plan for workforce diversity based upon the CS³ principals described in Section 00145 of the **CM/GC General Provisions**.

(b) Description of the Proposer’s OJT/Apprenticeship training approach for Construction Phase Services.

(c) Description of the Proposer’s plan to ensure their projected workforce commitment is applied at all subcontracting levels.

(d) Identification of specific strategies and approaches that will be taken by the Proposer to meet the requirements of the Affirmative Action and Equal Employment Opportunity provisions described in Exhibit D to the sample **CM/GC Contract**.

22.6 Price Proposal Response Category VI – CM/GC Fee & Proposal Security:

Submit responses for each price element, using the required forms as instructed.

Proposers shall include each of the following in the Response Category VI - CM/GC Fee & Proposal Security:

(1) **CM/GC Fee Percentage Form** - Proposers shall state their proposed CM/GC Fee, identified as a percentage and carried out to four (4) decimal points (e.g., 0.0000%) which will be applied to all Construction Phase Services. The CM/GC Fee percentage will include all profit, general and administrative (“G&A”) costs, and home office overhead, **and will exclude all costs for General Conditions Work identified in Exhibit H to the sample CM/GC Contract.**

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The CM/GC Fee percentage breakdown shall show the breakdown of all components used in establishing the percentage.

(2) **Proposal Security** in the amount of **\$500,000**. Proposal Security may be submitted in the form of a Proposal Bond, cashier’s check, irrevocable letter of credit issued by

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an insured institution as defined in ORS 706.008, or certified check.

22.7 Price Proposal Response Category VII – Pre-construction Phase Services Proposal:

Points Available for this Category = NOT SCORED

Using Form PP – Pre-construction Phase Services Proposal, Proposers shall state their proposed hours and hourly rates for the Project Manager and proposed resource personnel such as estimator(s), scheduler(s), constructability services personnel, administrative staff, **Economic Development and MWESB Representative(s), DBE Liaison**, etc. Form PP shall be submitted in a separate, sealed package and will remain unopened until commencement of negotiations with the Best Value Proposer

23.0 Forms - The following forms are required to be used in preparation of the Proposal. Proposers shall download the forms and complete them in accordance with the instructions contained in the forms and the text of the Instructions to Proposer in which the forms are referenced.

- (a) Form PQ, Proposer Question Form
- (b) Proposal Signature Page and Firm Offer
- (c) Form COI, Conflict of Interest Disclosures
- (d) Form IC, Certificate Regarding Ineligible Contractors
- (e) CM/GC Fee Form
- (f) Form PP, Pre-construction Phase Services Proposal
- (g) Form LC, Lobbying Certificate
- (h) Form NC, Non-Collusion Affidavit
- (i) Oregon Transportation Commission Proposal Bond Form
- (j) Acknowledgement of Receipt

23.1 Bonds to be Submitted by the Successful Proposer:

- (a) Copy of Public Works Bond filed with the CCB

Nothing in these Instructions to Proposers shall be construed to obligate the Agency to enter into a Contract with any Proposer.

24.0 Checklist of Required Proposal Responses; Document and Form Submittals - Review the following checklist to confirm that the Proposal is complete.

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RESPONSE CATEGORY	RESPONSES; DOCUMENTS AND FORMS TO BE SUBMITTED	PROPOSAL SECTION
PROJECT PROPOSAL		
Category I	PROPOSAL FIRM OFFER; LEGAL INFORMATION	22.1
	Cover Letter and Acknowledgment of Receipt Form Proposal Signature Page and Firm Offer Form LC, Lobbying Certificate; Form NC, Non-Collusion Affidavit Form COI, Conflict of Interest Disclosure Form IC, Certificate Regarding Ineligible Contractors Certificate of Good Standing or Existence or Proposer's Certificate of Authority to Transact Business in Oregon Evidence of Legal Structure Evidence of authority to enter into Joint Venture or Execute Joint Venture Agreement Evidence of Proposal Signatory Authority Surety Letter of Intent	
Category II	PROPOSER'S ORGANIZATION AND EXPERTISE	22.2
	<u>KEY PERSONNEL EXPERTISE:</u> (a) Resumes for Project Principal, Project Manager and Construction Manager (b) Narrative response for the Proposer (c) Narrative response for the Project Principal (d) Narrative response for the Project Manager (e) Narrative response for the Construction Manager (f) Describe the additional staff available to the Project Manager	
Category III	CM/GC ROLES AND RESPONSIBILITIES / GOALS	22.3
	Narrative response to: (a) Roles & responsibilities during Pre-construction Phase (b) Roles & responsibilities during Construction Phase (c) Approach to meeting the Agency-defined goals	

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RESPONSE CATEGORY	RESPONSES; DOCUMENTS AND FORMS TO BE SUBMITTED	PROPOSAL SECTION
PROJECT PROPOSAL		
Category IV	PROJECT APPROACH	22.4
	Narrative responses to: (a) Your teams overall approach to CM/GC management (b) Your teams planned approach to this Project (c) Share two (2) of your team's significant lessons learned (d) Beyond what has been asked for in this Solicitation, what does your team bring to this Project that you want to share with the evaluation/selection committee?	
Category V	DIVERSITY PLAN OUTLINE (Not Scored)	22.5
PRICE PROPOSAL		
Category VI	CM/GC FEE & PROPOSAL SECURITY	22.6
	(1) CM/GC Fee Percentage Form (2) Proposal Security	
Category VII	PRE-CONSTRUCTION PHASE SERVICES PROPOSAL (Not Scored)	22.7
	Form PP – Pre-construction Phase Services Proposal	

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