



# Oregon

**Department of Transportation**  
*ODOT Procurement Office – Construction, MS#2-2*  
3930 Fairview Industrial Drive  
Salem, Oregon 97302-1166  
Voice: (503) 986-2710

## **Addendum No. 1**

**Date:** January 8, 2025

**To:** Short-Listed Proposers

**Prepared and  
Approved By:** Megan Saunders

**Subject:** Northwest Oregon 2024 - 2027 ADA Curb Ramps Design, Phase 2

---

### **THE PURPOSE OF THIS ADDENDUM IS TO:**

1. **DELETE** the Request for Proposals in its entirety and **REPLACE** with the Request for Proposals attached to this Addendum.

*Note: A tracked-changes version of the RFP is attached to this Addendum for reference. Multiple areas of the RFP were updated in Addendum 1.*

2. **DELETE** page 58 of the DB Agreement and **REPLACE** with the attached page 58 attached to this Addendum.
3. **DELETE** Attachment A, Survey Data, Springfield Survey Report and **REPLACE** with the Springfield Survey Report, Addendum 1 uploaded to the website here: [https://www.oregon.gov/odot/Business/Procurement/Pages/Bid\\_Award.aspx](https://www.oregon.gov/odot/Business/Procurement/Pages/Bid_Award.aspx)

*Note: The Pointerra document (LiDar Data folder) was the only document updated.*

### **Attachments:**

- C15536-Request for Proposals, Addendum 1

- C15536-RFP Attachment B, Design-Build Agreement, Page 58, Addendum 1

It is understood that your Proposal must and shall be submitted accordingly.

# OREGON DEPARTMENT OF TRANSPORTATION

## NORTHWEST OREGON 2024-2027 ADA CURB RAMPS, PHASE 2 DESIGN-BUILD PROJECT

### Request for Proposals #C15536

*December 11, 2024*

**Pre-Proposal Informational Meeting:** December 18, 2024, 10:00 AM  
Conducted via teleconference or Microsoft Teams only  
Call: [+1 971-277-1965](tel:+19712771965)  
Conference ID: 187 972 973#  
Join on your computer or mobile app:  
[Join the meeting now](#)  
This meeting is mandatory.

# Oregon Department of Transportation

## TABLE OF CONTENTS

<b>1.0 GENERAL INFORMATION .....</b>	<b>6</b>
1.01 Introduction .....	6
1.02 Project Information .....	6
1.03 Project Completion Dates .....	7
1.04 Disadvantaged Business Enterprise (“DBE”), EEO, Affirmative Action, Apprenticeship, Outreach, Recruitment and Retention Plan Requirements.....	8
1.04.1 DBE Program Requirements.....	8
1.04.2 Affirmative Action and EEO Requirement.....	8
1.04.3 Apprenticeship Requirements.....	8
1.04.4 Outreach, Recruitment and Retention Plan Requirements.....	9
1.04.5 DBE Contract Goals.....	9
1.05 Firm Offer.....	9
1.06 Proposal Security.....	9
1.07 Proposal Stipends.....	9
1.07.1 Eligibility.....	9
1.07.2 Acceptance of Stipend.....	10
1.08 State Buy America Requirements .....	10
1.09 Project Wage Rates .....	10
1.09.1 Minimum Wage Requirements .....	10
1.09.2 Applicable Wages .....	10
1.09.3 Wage Rates are Subject to Change.....	11
<b>2.0 SOLICITATION PROCESS .....</b>	<b>11</b>
2.01 Solicitation Schedule.....	11
2.02 Single Point of Contact (“SPC”) .....	12
2.03 Requirements Regarding Contact and Communication Regarding Project During Solicitation Process.....	12
2.04 Confidentiality .....	13
2.05 Communication with Shortlisted Proposers.....	13
2.06 Pre-Proposal Informational Meeting.....	13
2.07 Submittal Deadlines; Withdrawal and Modification of Proposals.....	13
2.08 Requests for Clarification / Requests for Changes to RFP Provisions, Contract Terms or Specifications / Protests of RFP Provisions, Contract Terms or Specifications / Requests for Substitution.....	14
2.08.1 Requests for Clarification .....	14

2.08.2	Requests for Change of RFP Provisions, Contract Terms or Specifications. 14	
2.08.3	Protests of RFP Provisions, Contract Terms or Specifications. ....	14
2.09	Changes in Proposer’s Organization after Submittal of its SOQ.....	15
<b>3.0</b>	<b>ALTERNATIVE TECHNICAL CONCEPTS .....</b>	<b>15</b>
3.01	Initial ATC Feasibility Meeting. ....	17
3.02	ATC Confidential One-on-One Meetings. ....	18
3.03	ATC Submittals.....	18
3.04	Agency ATC Response .....	19
3.05	Use of Information Obtained During the ATC Process; Amendments to the RFP 20	
3.06	Use of ATCs as Project Requirement.....	20
3.07	Agency’s Right to Incorporate ATCs into Resulting Contract .....	20
<b>4.0</b>	<b>PROPOSALS .....</b>	<b>20</b>
4.01	Public Opening of Proposals .....	20
4.02	Price and Technical Proposal Submission Instructions .....	21
4.02.1	Technical Proposal: .....	21
4.02.2	Price Proposal:.....	22
4.03	Price Proposal Instructions .....	22
4.04	Technical Proposal Format.....	22
4.05	Designation of Trade Secretes, Confidential, Proprietary or Sensitive Information.....	23
4.06	Technical Proposal Contents and Available Points .....	24
	Submit the following: .....	24
<b>5.0</b>	<b>RESPONSIBILITY AND RESPONSIVENESS DETERMINATION; SUBSTANTIAL COMPLIANCE REQUIRED .....</b>	<b>30</b>
5.01	Unintentionally Incomplete or Omitted Proposal Responses.....	31
5.02	Agency Right to Seek Clarification; Waiver. ....	31
5.03	Rejection of Proposals.....	31
5.04	Cancellation of Procurement .....	31
<b>6.0</b>	<b>EVALUATION.....</b>	<b>31</b>
6.01	Technical Proposals .....	31
6.02	Technical Proposal Scoring.....	32
6.03	Proposal Scoring .....	32
6.04	Total Proposal Score .....	33
<b>7.0</b>	<b>AWARD .....</b>	<b>33</b>

7.01	Notification of apparent Best-Value Proposer .....	33
7.02	Notice of Intent to Award.....	33
7.03	Protest of Award .....	33
7.04	Debriefs with Unsuccessful Proposers.....	34
7.05	Insurance Requirements.....	34
<b>8.0</b>	<b>CONTRACT EXECUTION .....</b>	<b>35</b>
8.01	Finalization of the Technical Proposal and Form SP .....	35
8.02	Finalization of Contract Documents .....	35
8.03	Workers Compensation Coverage .....	35
8.04	Required Submittals.....	35
8.05	Contract Execution and Delivery of Required Documents .....	36
<b>9.0</b>	<b>AGENCY RIGHTS AND DISCLAIMERS .....</b>	<b>36</b>
9.01	Agency Rights.....	36
9.02	Agency Disclaimers .....	38

**RFP Attachment A - Forms**

- Form PRC - Certifications and Requirements Form
- Form KP – Key Personnel
- Form OEPP
- Form PP – Price Proposal Signature Page
- Form SP – Schedule of Prices
- Form SF - Stipend Form
- Payment Bond
- Performance Bond

**RFP Attachment B - Design-Build Agreement**

- Exhibit A-1 – Technical Proposal Placeholder
- Exhibit A-2 – Form SP Placeholder
- Exhibit B-1 – FHWA – 1273 Required Contract Provisions Federal-Aid Construction Contracts
- Exhibit B-2 – On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts
- Exhibit B-3 – Equal Employment Opportunity Provision
- Exhibit B-4 – Outreach, Recruitment and Retention
- Exhibit B-5 – DBE Requirements
- Exhibit B-6 – Reserved
- Exhibit B-7 – Reserved
- Exhibit B-8 - Apprenticeship Requirements
- Exhibit C - Project Wage Rates
- General Provisions (DB110 through DB199)
  - Attachment A – Engineering Data
  - Attachment B – Boilerplate Technical Special Provisions

Attachment C – Reference Documents

**RFP Attachment C – Conflict of Interest (COI) Certification and Disclosure Form**

---

## 1.0 GENERAL INFORMATION

### 1.01 Introduction

On June 3, 2024, The State of Oregon, acting by and through the Department of Transportation, (“Agency” or “ODOT”), issued a Request for Qualifications (“RFQ”) for statements of qualifications (“SOQs”) from entities interested in submitting Design-Build Proposals for a Design-Build Contract for the Northwest Oregon 2024 - 2027 ADA Curb Ramps Design, Phase 2 Project (“Project”) as further described in that RFQ.

On August 6, Agency determined a Shortlist of 3 proposers. Proposals are only being invited from those entities that were selected for inclusion on the Shortlist. For the RFQ, the term “Proposer” was defined to mean an entity submitting a Statement of Qualifications to the RFQ. For this RFP, the term “Proposer” means an entity on the Shortlist submitting a Proposal to this RFP.

The intent of the Agency is to utilize a Best Value evaluation to select a Design Builder from responsible Proposers on the Shortlist that submit responsive Proposals and to award a Design-Build Contract. 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 design and construction of the Project and submits the highest-scoring responsive Proposal which will include 2 components: a Technical Proposal and a Price Proposal. The relative weights allocated to the Technical Proposal and the Price Proposal in calculating the total score are 40% and 60%, respectively.

Additionally, the Agency will be utilizing the confidential Alternative Technical Concepts process in its selection of a Design Builder. This process allows contractors to submit innovative solutions, while maintaining ODOT’s ability to select the best-value proposal that meets and potentially exceeds the basic project requirements. ATC approach fosters solutions that create greater project value for the public. The ATC process is further described in Section 3.

### 1.02 Project Information

This RFP incorporates all information provided in the RFQ, including the Project Information provided in RFQ Sections 1.03, the Conflict of Interest requirements stated in 1.03.7, the Definitions set forth in 1.04, the Governing and Applicable Law, Procurement Authority and Method, and Exemption from Competitive Bidding Provisions set forth in 2.01, and the Commitment to Diversity, Equity and Inclusion provisions set forth in 2.02, and the Requirements Regarding Contact and Communication Regarding Project During Solicitation Process set forth in 3.02. The scope of work of the project is described in DB140.

The total number and location of Settlement Curb Ramps included in the Design Build Project is set forth in the Inventory Matrix found in DB Contract General Provisions Attachment A (Inventory Matrix). The Inventory Matrix includes ramp data such as unique ramp ID and location information, number of curb ramps by location, environmental commitments including red truncated domes, and inspection data including reasons for failure.

The project has been broken up into three separate Price Centers based on geographic



areas.

- **Price Center A:** ODOT Region 2 ADA North Area (Astoria, Newberg, Dundee, ~~Salem~~, Clatsop County, ~~Polk County~~, and Yamhill County)
- **Price Center B:** ODOT Region 2 ADA Central Area (Independence, Monmouth, Corvallis, Philomath, ~~Salem, Marion County, Polk County~~~~Lane County, Linn County,~~ and Benton County)
- **Price Center C:** ODOT Region 2 ADA South Area (Springfield, Coburg, Cottage Grove, ~~and Marion County~~~~Linn County, and Lane County~~)

Additional ramp data depicting potential design related impacts is found in the Evaluation Matrix found in DB Contract General Conditions Attachment C (Evaluation Matrix). The Ramp Evaluation Matrix includes ramp data such as anticipated potential drainage impact level, preliminary potential evaluation of ROW needs, and PCE.

To set the project up for success and provide Proposers with a consistent basis of understanding, ODOT has conducted preliminary field investigations, preliminary engineering and design work, and local agency coordination. Preliminary field investigations included signal field visits with electricians to identify current signal infrastructure data for existing signals that may be impacted. Notes and photos from these field visits are provided in Attachment C – Reference Documents of the DB Contract.

Environmental reconnaissance with field visits also occurred. This work helped inform the baseline environmental reports provided and to determine requirements for work that may occur near culturally sensitive areas. Through this environmental work and evaluations by the design teams, ODOT was able to recommend a No Effect determination as well as identify ramps that have been cleared through NEPA for 97% of the Project Settlement Curb Ramps. Per the DB Agreement, the Design-Builder will assist in the obtaining the PCEAs for the remaining ramps.

ODOT has worked with impacted local agencies where work will be occurring, and the local agencies have been supportive of the Project and the coordination to date. ODOT has also coordinated with local district offices, transit agencies, and other interested parties. Through the initial coordination, ODOT was able to develop design exceptions for locations that require red truncated domes. While some IGAs have been entered into, many permits will be required depending on the impact of the work.

Additional files are available in DB General Provisions Attachment A (Engineering Data) and Attachment C (Reference Documents) as listed in the Table of Contents within the sample DB contract and these files are provided as part of the RFP on the ODOT Procurement website under the Alternative Contracting tab:  
[https://www.oregon.gov/odot/Business/Procurement/Pages/Bid\\_Award.aspx](https://www.oregon.gov/odot/Business/Procurement/Pages/Bid_Award.aspx)

### 1.03 Project Completion Dates

1. Interim Completion Date #1. The Design-Builder shall complete the first 300 Settlement Curb Ramps, not later than January 15, 2026.
2. Interim Completion Date #2. The Design-Builder shall complete an additional 800 Settlement Curb Ramps (for a total of 1,100 Settlement Curb Ramps), not later than December 15, 2026. (Interim Completion Date)

3. Contract Completion Date. The Design-Builder shall complete all Settlement Curb Ramps and any other Work to be done under the Contract, except for seeding establishment and plant establishment not later than ~~October~~ December 30, 2027.

For more information, see DB180.50.

## **1.04 Disadvantaged Business Enterprise (“DBE”), EEO, Affirmative Action, Apprenticeship, Outreach, Recruitment and Retention Plan Requirements**

Design-Builder will be required to comply with various DBE, EEO, Apprenticeship and Outreach Planning requirements set forth in more detail below and the exhibits to the Design Build contract. As part of its Proposal, Proposer will be required to develop and submit a staffing and management plan pursuant to which it will ensure full and continuing compliance with these requirements and satisfaction of associated goals (see DB Exhibit B-6). See DB Agreement Article 11.6 for the implementation requirements associated with the EEO, affirmative action, apprenticeship, outreach and retention, and DBE Program.

### **1.04.1 DBE Program Requirements.**

The DBE requirements of 49 CFR Part 26 apply to this Project. Per CFR 26.53(e) (effective May 2024), in design-build contracting situation, ODOT will set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information applicable to design-bid-build contracts within an RFP.

For this Project, ODOT has determined that it will require a multi-part OEPP with separate design and construction goals, set at 8.5% and 8% respectively. Because the design work for the design phase is sufficiently defined, ODOT will require a traditional commitment plan for the design work goal (named DBEs as per 49 CFR 26.53(b)) and an OEPP for the construction work. See DB Exhibit B-5 for additional information.

Once the design-build contract is awarded, ODOT will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. ODOT and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

### **1.04.2 Affirmative Action and EEO Requirement.**

The Design Builder will be required to comply with the On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts set forth in Exhibit B-2 and the Equal Opportunity requirements set forth in FHWA Form 1273 (Required Contract Provisions for Federal Aid Construction Contracts) and set forth in Exhibit B-1 and B-3. Additional related requirements are found at Exhibit B-6.

### **1.04.3 Apprenticeship Requirements.**

The Design Builder will be required to comply with the Apprenticeship Requirements set forth in Exhibit B-8. Additional related requirements are found in Exhibit B-2 and

Exhibit B-6.

#### **1.04.4 Outreach, Recruitment and Retention Plan Requirements.**

The Design Builder will be required to comply with the Outreach, Recruitment and Retention Plan requirements set forth in Exhibit B-4 Outreach, Recruitment and Retention. Additional related requirements are found at Exhibit B-6.

#### **1.04.5 DBE Contract Goals**

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Project. The Assigned DBE Contract Goals are listed below as well as included in Exhibit B-5 of the DB Contract.

This Project has an established a two-part DBE contract goal: A goal for Design Services, and a goal for Construction Services. The goals established are as follows:

- a. **Assigned DBE Contract Goal for Design Services: 8.5%** for DBE participation in the Contract design price items, identified in Form SP, for Design, Quality Management, and Professional Services, and Design Mobilization; all according to the payment terms identified in DB190.10.
- b. **Assigned DBE Contract Goal for Construction Services: 8%** of the Contract construction price items, identified in Form SP, for Construction Services according to the payment terms identified in DB190.10 and not subject to the DBE Assigned Contract Goal for Design Services as described above.

### **1.05 Firm Offer**

All proposals must remain firm and subject to acceptance for one hundred and eighty (180) calendar days after the proposal opening date.

### **1.06 Proposal Security**

No proposal security is required for Proposals for this RFP.

### **1.07 Proposal Stipends**

#### **1.07.1 Eligibility.**

Stipends in the amount of \$275,000 will be paid to those unsuccessful Proposers that submit a Proposal that is responsive and has received a rating of pass on all "pass/fail" criteria and a quality score of at least 40% of the total available points for the Technical Proposal. No stipend, in any amount, will be paid to Proposers who do not submit a Proposal that meets the foregoing requirements or whose Proposal is determined to be non-responsive, or to Proposers who do not attend mandatory meetings or mandatory oral presentations (if any).

Stipends will be paid after the expiration of the protest period following Notice of Intent to Award, or, in the event a protest is received, following the resolution of the protest.

- a In Event of Change in Project Scope or other Modification - In the event the Agency changes the scope of the Project during the procurement, or for any other reason in the Agency's sole discretion, the Agency may in its sole discretion increase or decrease the stipend amount.

- b In Event of Cancellation of Procurement:
- 1 **Prior To Proposal Due Date.** In the event the Agency cancels the procurement before Proposals have been submitted, Proposers will be afforded an opportunity to deliver to the Agency the work product of their Proposal preparations completed to date, and at Agency's discretion, attend a meeting to discuss the Proposal preparations. Those Proposers who deliver their work product and attend the associated meeting (if scheduled by Agency) will be paid a portion of the available stipend amount, to be determined in the Agency's sole discretion, for the work product delivered.
  - 2 **After Proposal Due Date.** In the event the Agency cancels the procurement after Proposals have been submitted, Proposals will be evaluated to determine responsiveness. Proposers with responsive Proposals will be paid the full available stipend. No stipend will be paid for non-responsive Proposals.

### **1.07.2 Acceptance of Stipend.**

After the protest period following Notice of Intent to Award, non-awarded Proposers who meet the requirements detailed above can sign and submit the Stipend Form attached to this RFP in Attachment A. By signing and returning this form Proposer accepts the stipend associated with the Proposal process, relinquishes all rights to the Proposal they submitted (including all concepts, ideas, ATCs or information submitted by a Proposer in response to the RFP), and the Proposal will become the property of the Agency.

## **1.08 State Buy America Requirements**

This RFP and any resulting Contract are subject to the domestic preference requirements provided for under ORS 279C.303. Pursuant to ORS 279C.303(2)(a), steel, iron, coatings for steel and iron and Manufactured Products purchased for or used in the Project, and that become part of a permanent structure, must be Produced in the United States. See Form PRC – Consolidated Certifications and Requirements for applicable requirements as well as DB Agreement DB160.20.

## **1.09 Project Wage Rates**

### **1.09.1 Minimum Wage Requirements**

This Project is subject to both federal and State prevailing wage rate requirements. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to DB170.65(b) and DB170.65(e).

### **1.09.2 Applicable Wages**

Prevailing wage rates published in the following wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

- a U.S. Department of Labor (USDOL), "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and
- b Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts".
- c The applicable federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of the Proposal due date, which is stated in Section 2.01 of this RFP, apply to this Project.

**Wage Rates are Internet-Accessible** - ODOT provides the applicable Davis-Bacon and BOLI wage rates, referenced by Price Proposal due date, on the Project Wages web page at:

<https://www.oregon.gov/ODOT/Business/Pages/Project-Wages.aspx>

**1.09.3 Wage Rates are Subject to Change**

Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur any time before Bid Opening. Bidders are responsible to monitor the USDOL website, BOLI website, and the ODOT web page for modifications and amendments up until Bid Opening.

**2.0 SOLICITATION PROCESS**

**2.01 Solicitation Schedule**

<b>RFP release date</b>	December 11, 2025
<b>Mandatory Pre-Proposal Informational Meeting</b>	December 18, 2024 at 10:00 AM
<b>ATC Feasibility Meeting</b>	January 8/9, 2025
<b>Weekly ATC One-on-Ones</b>	January 15/16 and January 22/23
<b>Submission of Final ATC Proposals</b>	January 30, 2025
<b>ATC Approval Notifications</b>	February 13, 2025
<b>Deadline for Submittal of Requests for Clarification, Requests for Change, and Protests of RFP, Contract terms and Specifications</b>	*ten days prior to submittals
<b>Deadline for Submittal of Requests for Clarification, Requests for Change, and Protests of Addenda</b>	3 Calendar Days after date of issuance of Addendum or date specified in Addendum

<b>Technical &amp; Price Proposal Public <del>Opening</del> Due Date and Time</b>	<b>March 7, 2025 <u>at 9:30 AM</u></b>
<b><u>Public Price Proposal Opening and Best-Value Proposer Scoring</u></b>	<u>April 1, 2025 at 11:00 AM</u>
<b>Estimated Issuance of Notice of Intent to Award</b>	April 2025
<b>Deadline for Submittal of Award Protests</b>	7 Calendar Days after date of issuance of Notice of Intent to Award
<b>Notice to Proceed (see DB130.90) anticipated</b>	May 2025

## 2.02 Single Point of Contact (“SPC”)

The Agency’s Single Point of Contact (Agency’s Contact), together with address, phone number, and e-mail address, identified below, is the single source of information regarding the Contract procurement.

Megan Saunders  
Procurement & Contract Specialist  
355 Capital Street NE, MS #3-3  
Salem, OR 97301  
971-446-1375  
Megan.Saunders@odot.oregon.gov

## 2.03 Requirements Regarding Contact and Communication Regarding Project During Solicitation Process.

Throughout the solicitation process (starting at publication of RFQ and until execution of the Contract, which is anticipated to be or about the date specified in Subsection 2.01), Proposer must comply with the requirements listed below. Any contact or communication determined to be improper, at the sole discretion of the Agency, may result in rejection of Proposal as not responsible.

- a Contact and communications between Proposers and the Agency (including subsidiary agencies and departments) shall only be made by Proposers’ designated representatives to the Agency’s SPC and be limited to the communications authorized by the RFP in Section 2.02 or as otherwise set forth in the RFP. The Proposers shall not contact Agency employees, including but not limited to department heads, known members of the evaluation teams or selection committee, or any official who will evaluate Proposals regarding the Project, except through the process identified herein. The Agency will not be bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein.
- b No Proposer or any of its team members may communicate specifically about this procurement or the Project with any representative of FHWA, including its staff, advisors, agents, representatives, contractors, or consultants involved with the procurement.



- c Proposers shall not contact federal and State regulatory and permitting agencies having jurisdiction over portions of the Work or Project Site, counties, cities, towns, and villages within the State directly affected by the Project, or any other public or private Entities impacted or potentially impacted by the Project, such as political subdivisions, Utility Owners, and Railroads except to obtain information about the Project or Project Area that is otherwise publicly available.
- d Proposers shall not contact Native American Tribes (Tribes) directly about this Project without authorization from the Agency. All formal consultation with Tribes will be conducted by the Agency.
- e Proposer may not receiving discuss any aspect relating to the Project or the procurement of the Project with any person or entity presenting an Actual or Organizational Conflict of Interest, including, but not limited to, the Agency retained firms listed in Subsection 1.03.7.(a) of the RFQ and Major Subcontractors or Principal Participants on other Design-Builder teams that are also proposing on this Project. Communications of a general nature among Proposers and team members are allowed during Agency-sponsored workshops and meetings.

## **2.04 Confidentiality**

Proposers may be given access to records that are confidential under Oregon Law solely for the purpose of performing the required services under the Contract. The Proposer (which may include Design-Builder's employees, agents and Subcontractors) shall be required to sign a nondisclosure agreement prior to their receipt of such documents obligating each employee, agent, and Subcontractor to comply with the limitations and provisions of the agreement.

## **2.05 Communication with Shortlisted Proposers.**

The Agency will consider written requests for clarification, change, or protest of RFQ provisions as set forth below and directed to SPC. Where appropriate, ODOT will issue revisions or clarifications by addenda via email to the Contact person listed on the SOQ Attachment A – Proposer Certification Form.

## **2.06 Pre-Proposal Informational Meeting.**

Agency will hold a virtual, mandatory Pre-Proposal Informational Meeting for all shortlisted firms at the date and time listed in Section 2.01 and on the Cover Sheet of this RFP. Proposers are required to attend virtually and are responsible for ensuring their attendance is added to the sign-in sheet.

## **2.07 Submittal Deadlines; Withdrawal and Modification of Proposals**

The Agency will not consider requests for clarification, requests for change, protests of terms contained in the originally issued RFP, requests for Alternate Technical Concept (ATC) review, Award protests, or any other submittals received by the Agency after the deadline for its submittal. The Agency will not consider requests, protests, or other submittals pertaining to an Addendum after the deadline established in the Addendum.

Proposals may not be modified after submission unless Proposal is withdrawn and resubmitted prior to the Closing date and time.

The Agency will not consider any ATC or Proposal modifications submitted after the applicable Due Date and Time, nor will the Agency acknowledge Proposal withdrawals submitted after the Due Date and Time. Any such attempted late withdrawal will be ineffective.

The Agency will not consider any late Technical or Price Proposals.

## **2.08 Requests for Clarification / Requests for Changes to RFP Provisions, Contract Terms or Specifications / Protests of RFP Provisions, Contract Terms or Specifications / Requests for Substitution.**

All requests and protests permitted under this Subsection must be in writing in the format specified and submitted by email to the Single Point of Contact by the deadlines shown in Section 2.01, as applicable.

### **2.08.1 Requests for Clarification**

Proposers may request clarification of RFP provisions, Contract terms 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, and otherwise comply with the applicable requirements of OAR 731-005-0570. All requests for clarification shall be submitted via email directly to the Agency SPC as listed in Section 2.02. Clarification requests should include Section and subsection references for clarity. No oral requests will be considered.

### **2.08.2 Requests for Change of RFP Provisions, Contract Terms or Specifications.**

Proposers may submit a written request for change of RFP Provisions, Contract terms or Specifications setting out the language for which change is sought and indicating the contract number, document title, page, and 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, and otherwise comply with the applicable requirements of OAR 731-005-0570.

Agency approved changes to RFP provisions, Contract terms and Specifications language will be issued by a formal Addendum clearly identifying the change as amending, revising, or modifying the RFP provision, Specification or Contract term or Specification in question.

### **2.08.3 Protests of RFP Provisions, Contract Terms or Specifications.**

Any Proposer that believes a RFP provision, Contract term or Specification is unnecessarily restrictive or limits competition may submit a written protest setting out the language for which change is sought and indicating the document title, page, and 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, and otherwise



comply with the applicable requirements of OAR 731-005-0570.

## **2.09 Changes in Proposer's Organization after Submittal of its SOQ.**

All changes in a Shortlisted Proposer's organization, including to Key Personnel, Principal Participants, or Major Subcontractors as submitted in the SOQ, must be approved by the Agency. Such requests for changes to Proposer's organization must be approved by ODOT prior to the Proposer submitting a proposal in response to any RFP.

If a Principal Participant, Major Subcontractor, or Key Personnel is being added, deleted, or substituted, the Proposer must submit with any request the same information about the proposed Principal Participant, Key Personnel or Major Subcontractor that was originally required to be submitted in the SOQ and shall submit in writing such additional information as may be required by the Agency to demonstrate that the changed organization still meets the RFQ criteria upon which Shortlist selection was based.

The Agency will have 4 Business Days to approve or reject in writing any such requested substitutions. If no response is provided within 4 business days, the request shall be considered denied.

Requests for additions, deletions, or substitutions solely for the convenience of the Proposer will be denied.

## **3.0 ALTERNATIVE TECHNICAL CONCEPTS**

ODOT is providing Proposers the opportunity to submit, through a confidential process, Alternative Technical Concepts (ATCs) to identify innovative solutions that promote efficiencies, reduce risks, accelerate project delivery schedules, reduce project costs, and overall benefit the project and ODOT. Each Proposer acknowledges that the opportunity to submit ATCs was offered to all Proposers and waives any right to object to the Agency's determinations regarding approval of ATCs.

In order to be approved for inclusion in Proposer's Proposal, the ATC must provide innovative, cost-effective solutions that are equal to or better than the design and/or construction criteria set forth in the Contract. Concepts that simply delete scope, lower performance requirements, or lower standards or quality are not acceptable as an ATC. Notwithstanding the foregoing, in no event can an ATC allow for deviation from the requirements of the Settlement Agreement or any Applicable Standards applicable to the Project pursuant to the Settlement Agreement.

The ATCs may include concepts that accelerate project delivery, reduce travel impacts or include features desired by ODOT and/or the general public. Agency is specifically interested in ATCs that include:

- a Opportunities for cost and schedule savings
- b Improved temporary traffic control
- c Minimization of impacts to the traveling public
- d Maximization of economic development
- e Improvement of design process

f Improvement in tracking and expediting remediation status of ramps

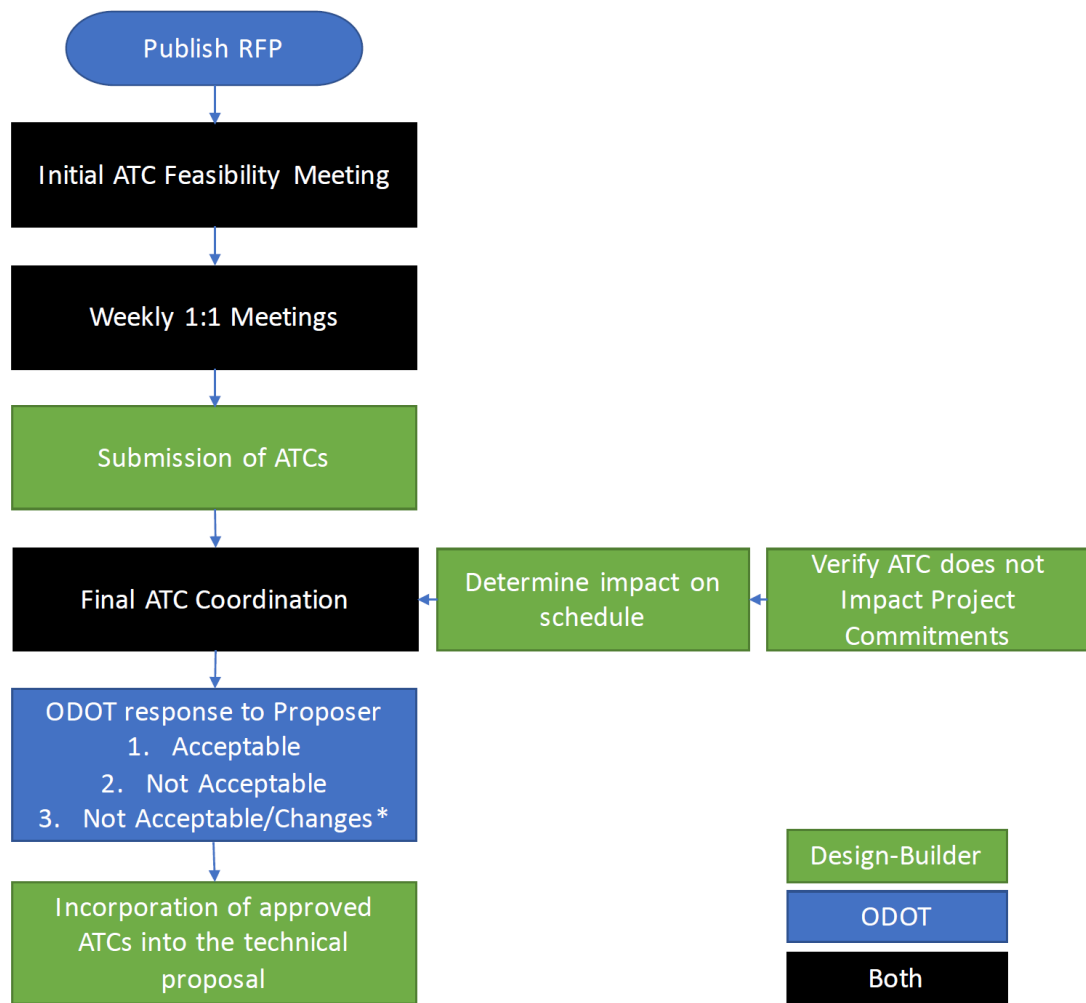
The ATCs process is confidential, except to the extent that disclosure is necessary to maintain compliance with Federal or State permitting and other legal requirements necessary for the delivery of the project. When disclosure is necessary, ODOT will revise the RFP documents by releasing the minimal amount of information necessary to ensure:

- a Compliance with Federal or State permitting and other legal requirements; and
- b All proposers are aware of the revised RFP requirements.

Nothing in this ATC process will restrict the Agency's right at any time during the procurement process to modify RFP requirements through the issuance of Addenda for reasons including, but not limited to, changes, errors or federal or state permitting or other legal requirements that need to be addressed as identified during the ATC process if the Agency determines that such modification(s) is in the best interests of the State.

All information received by the Agency during the confidential ATC process is part of the procurement process and will not be disclosed by the Agency until issuance of the Notice of Intent to Award (as provided in ORS 279C.410), at which time the information will be subject to disclosure except as to information that is subject to exemption from disclosure under the Oregon Public Records Law or is protected from disclosure under other applicable Law. If the contents of an ATC or a Proposer's written communications regarding an ATC include information constituting trade secrets or confidential, proprietary information, the Proposer shall comply with the requirements set forth in Section 4.05.

The ATC process is depicted in the flow chart below.



\*For ATCs determined by ODOT to be “Not Acceptable/Changes”, the Proposer may make final adjustments and resubmit the ATC to ODOT. The final adjustments must not make major changes to the ATC and must be limited to the aspects identified during the review and coordination process. ODOT will review and respond with its decision.

### 3.01 Initial ATC Feasibility Meeting.

For any ATCs Proposer wishes to have considered (up to a maximum of 20), Proposer must make a brief presentation at an initial confidential ATC feasibility meeting with the Agency which must include the information listed below. See anticipated schedule in Section 2.01.

- a **ATC Identification Number:** A number that can be used to track the ATC through the proposal process.
- b **Brief Description:** A few words identifying the ATC, for future reference.
- c **Potential Usage:** A description of where and how the ATC would be used on the Project.
- d **RFP Modifications, if applicable:** A list of potential RFP modifications would

be needed to effectuate the ATC.

- e **Proposed Analysis:** A description of the assumptions on which the ATC is based and the methodology and analysis that Proposer will need to complete to develop the proposed ATC.
- f **Design Exceptions:** Any Design Exceptions that will be required to implement the ATC.
- g **Potential Savings:** A description of the cost savings and efficiencies gained by selection of this ATC.

Following the meeting, the Agency will determine which ATCs it will further consider in the ATC One-on-One Meetings.

To preserve the confidential nature of the ATC process Proposers will not be able to leave documentation behind for review.

### 3.02 ATC Confidential One-on-One Meetings.

For those ATCs presented at the Initial Feasibility Meeting that ODOT selects for further consideration, Agency will hold one or more mandatory one-on-one meetings with Proposer. The Agency will notify Proposers in writing of the dates, times and locations, rules, requirements and protocols for such meetings, the names or positions of the Proposer's Key Personnel that are to attend, and methods for designating written or oral information as trade secrets under the Oregon Public Records Law. Proposer will be required to submit an agenda at least three business days prior to each scheduled meeting for Agency approval. Meetings will be held both in-person in Salem as well as virtually; Proposer may attend in-person, virtually, or a hybrid option as desired.

The purpose of One-on-One meetings is for ODOT to determine whether or not an ATC should proceed to the ATC Submittal process. The meetings will include further discussion of the ATC and provide opportunity for clarification, questions and comments. ODOT may present requirements or conditions that would need to be included in ATC submittals for approval.

The Agency will respond to Proposers' questions, if any, raised at the ATC one-on-one meetings. If Agency determines the question presents an issue appropriate for a general response to all Proposers, the Agency will modify the question to remove the information that the Agency determines is confidential.

The Agency may request additional information regarding proposed ATCs at any time.

To preserve the confidential nature of the ATC process Proposers will not be able to leave documentation behind for review.

### 3.03 ATC Submittals.

Proposer shall prepare ATC submittal packages for each ATC Agency has determined it will consider for final selection. Each ATC submittal package shall be submitted via email to the Agency SPC prior to the deadline outlined in Section 2.01. Each ATC submittal shall include a Table of Contents if applicable, page numbers on all narrative pages, and shall address all of the following elements:

- a **ATC Identification Number:** A number that can be used to track the ATC through the proposal process.
- b **Brief Description:** A brief narrative overview of the ATC.
- c **Detailed description:** A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information including, if appropriate, product details, and specifications.
- d **Usage:** A description of where and how the ATC would be used on the Project.
- e **Proposed RFP and Contract modifications (if any):** References to all requirements and language of the RFP that are modified by the proposed ATC with an explanation of the nature of the modification from said requirements and a request for approval of such modifications. Proposed RFP and Contract modifications shall be presented in addendum or tracked changes format.
- f **Design Analysis:** Any required updated analysis as outlined in Agency manuals and this Contract for Work changing from the Agency-Supplied Specifications.
- g **Trade Secret designation:** If portions of the ATC submittal are considered a Trade Secret, Confidential, Proprietary, or Sensitive Information, Proposer should follow the same process as outlined in Section 4.05 for the Technical Proposal to submit a clean version as well as a fully-redacted copy of the ATC at the time of ATC submittal.
- h **Potential Savings:** A description of the cost savings and efficiencies gained by selection of this ATC.

Proposers submitting multiple ATCs shall indicate an order of priority to assist the Agency in determining which ATC should be reviewed first.

### 3.04 Agency ATC Response

The Agency will review the ATC Submittal and may request or require additional information, including incorporation of additional requirements or conditions, in determining whether it will approve the ATC for inclusion in Proposer's proposal. For each ATC Agency will notify Proposer whether it approves the ATC for inclusion in the Proposal, approves the ATC with conditions, or rejects the ATC.

Neither approval nor rejection of an ATC will entitle Proposer to an extension of the Proposal Due Date.

Agency's approval for Proposer to include an ATC in its proposal does not constitute Agency predetermination that any Proposal response incorporating the ATC will be responsive or that the ATC will be selected, nor does approval imply that the Agency favors the ATC and that it will receive a higher score than other approaches. Any ATC that has been approved or approved with conditions may be included in the Proposal.

A Proposer may incorporate none or one or more pre-approved ATCs into its Proposal, including ATCs approved with conditions. For any ATC incorporated into the Technical Proposal, copies of the ATC Agency Response Letter demonstrating approval along with the approved ATC submittal must be included as an Appendix to the Technical Proposal.

Proposals with or without ATCs will be evaluated against the same technical evaluation criteria, and the inclusion of an ATC, including an ATC that provides technical enhancements, may or may not receive a higher technical rating.

### **3.05 Use of Information Obtained During the ATC Process; Amendments to the RFP**

The Agency recognizes the importance of maintaining confidentiality during the ATC process. Information that the Agency obtains during the ATC process may be used to revise or clarify the RFP, Contract terms or Specifications. In the event the Agency determines that formal clarifications or change of the RFP, Contract terms or Specifications is warranted, the Agency will issue formal written clarifications or Addenda in accordance with the terms of Section 2.08.

### **3.06 Use of ATCs as Project Requirement**

If the Agency determines that it is in the best interest of the State to amend the RFP to include an ATC or portion thereof that was submitted by a Proposer and noted as a Trade Secret, Confidential, Proprietary, or Sensitive Information per 3.03.g as a Project requirement via Addendum, the Agency will provide such submitting Proposer the right to review the proposed Addendum to the RFP prior to its release to ensure such proposed Addendum does not disclose information the submitting Proposer considers its trade secrets. If the submitting Proposer believes the Addendum will disclose its trade secrets, such Proposer will have the option of withdrawing its ATC, which must occur within 3 Calendar Days after the Agency's submittal of the proposed addendum to the Proposer, in which case the Agency will take no further action and will not issue the proposed Addendum. If after review, the submitting Proposer does not withdraw its ATC, the Agency will issue the proposed Addendum. The Agency's decision respecting an ATC is final and cannot be protested by a Proposer.

Nothing in this section prevents the Agency from issuing addenda to correct errors and to address federal and state permitting and legal requirements identified during the ATC process.

### **3.07 Agency's Right to Incorporate ATCs into Resulting Contract**

After execution of the Design-Build Agreement, ATCs that were authorized by the Agency for and included in the Proposals of unsuccessful Proposers that accepted the stipend as described in Section 1.07 may, in the Agency's sole discretion, be presented to the selected Design-Builder for incorporation in the Contract through a Contract Change Order in accordance with the Contract.

## **4.0 PROPOSALS**

### **4.01 Public Opening of Proposals**

Proposals will not be accepted after the Closing date/time stated in Section 2.01 or as may be extended by any subsequently issued Addenda. Price Proposals will be sealed until the Public Opening designated in Section 2.01.

The Public Opening of the sealed Price Proposal and announcement of the Apparent Best-Value Proposer is scheduled on the date set forth in Section 2.01 of this RFP. This meeting will be virtual and Proposers are welcome to attend via the MS Teams meeting information below.

**Conducted via teleconference or Microsoft Teams only**

Call: +1 971-277-1965

Conference ID: 227 750 370#

**Join on your computer or mobile app:**

**Join the meeting now**

~~Proposals will be publicly opened at the date/time specified in Section 2.01 and only the names of the Proposers will be read at the Opening. There will not be a separate Price Proposal Opening.~~

## **4.02 Price and Technical Proposal Submission Instructions**

Proposals shall be submitted by mail, parcel delivery service, or hand delivery to the ODOT Procurement Office and should be addressed to the SPC and address listed in Section 2.02.

The Proposer shall provide its Proposal on 2 separate USB flash drives enclosed in a sealed container clearly marked as follows:

[Insert Proposers Name]

[Insert Proposers Address]

Project: Northwest Oregon 2024 – 2027 ADA Curb Ramps, Phase 2, C15536

Technical & Price Proposal (*Procurement Sensitive*)

Due Date/Time: \_\_\_\_\_

Late submittals will not be considered and will be returned unopened to the address indicated on the cover of the package. Each Proposer shall be responsible for ensuring that its Technical and Price Proposal submittals are delivered to the Agency at the time and place specified herein.

Each USB flash drive shall include the identical information as listed below:

### **4.02.1 Technical Proposal:**

- a One complete copy of the Proposal in PDF format named with the Proposer's name along and the name of the Project.

*Note: The OEPP included with the Technical Proposal should NOT include prices.*

- b One fully redacted version of the Proposal clearly identified as the redacted version, redacting such information that the Proposer considers as constituting "trade secrets" or "confidential, proprietary information", or "Sensitive Business, Commercial, or Financial Information."



#### 4.02.2 Price Proposal:

- a One complete copy of following Price Proposal components in PDF format named with the Proposer's name along and the name of the Project.
  - 1 Form PP, Price Proposal Signature Page
  - 2 Form SP, Schedule of Prices.
  - 3 Final OEPP with prices included

#### 4.03 Price Proposal Instructions

- a Proposers shall complete and submit Form SP in compliance with the following instructions:
  - 1 Proposer shall utilize the Price Centers defined in the Contract and the Design Units as numerically defined in the Proposer's Technical Proposal in completing Form SP.
  - 2 The Price Proposal shall reflect all Agency-approved ATCs that the Proposer incorporated into its Technical Proposal.
  - 3 Proposer shall provide a lump sum price for each Price Item Value in each Price Item. The lump sum price must represent the total price to complete and integrate all Work represented by that Price Item into the Project, inclusive of associated overhead, labor, Materials, Equipment, tools, transportation and Project administration.
  - 4. If the Proposer has included approved ATCs into their Technical Proposal, Proposer shall include an explanation letter providing a detailed explanation of the cost savings associated with ATCs (as incorporated into the Technical Proposal). These cost savings should be explained and broken down by Price Center, Price Item and ATC Identification Number. The explanation letter will be unscored and will only be used by the Agency for documentation and substantiation purposes.

#### 4.04 Technical Proposal Format

The Technical Proposal shall be organized into the following separate sections:

Section 1 - Cover Letter and Required Forms (not scored)

- Attachment A
- Attachment C

Section 2 - Proposer's Expertise, Organization and Approach

Section 3 – Technical Approach

Section 4 - Project Scheduling

Section 5 - Quality Management

Section 6 – Disadvantage Business Enterprise Open Ended Performance Plan

Section 7 – Approach and Staffing Plan: DBE, Apprenticeship, and EEO

Requirements Appendix – ATC Agency Response Letter and ATC Submittal package for all incorporated ATCs

*Note: Any hyperlinks to external information included in any of the above Sections will not be considered part of the Proposal and will not be evaluated.*

The Technical Proposal Sections 1 through 7 (including forms required by those sections) shall be numbered consecutively with page numbers centered at the bottom of each page.



The Technical Proposal shall be limited to a maximum of **40 pages**. Any page or partial page with text, graphics, or charts, including résumés, will be counted as one page. Any material submitted on pages that exceed the maximum page count will not be considered in the evaluation and scoring process.

Proposer shall use forms if provided. For Sections that do not have forms provided, Proposers shall use 8.5-inch by 11-inch page size (format) with a minimum of 12-point black font and a footer including the page number of each page. Submission of technical literature, display charts, or other supplemental materials are within the capability and discretion of the Proposer. The font size limitation does not apply to the font size for graphics, charts, headers, and footers.

The following pages are not included in the page limit:

- Cover Sheet
- Table of Contents or Indexes
- Attachment A - Forms
- Attachment C – Conflict of Interest (COI) Certification and Disclosure Form
- PDF Project Schedule may be prepared on an 11x17” page. The schedule shall be no more than 50 pages.
- Resumes, as required in Section 4.06, limited to a single page per person.
- ATC packages in Appendix (ATC Submittal and Agency Response Letter only)

#### **4.05 Designation of Trade Secretes, Confidential, Proprietary or Sensitive Information**

The Proposer must identify information in its Proposal that the Proposer considers as constituting trade secrets under either ORS 192.345(2), or 646.461(4) or confidential, proprietary information included if it wishes to protect such information from disclosure either (a) to other Proposers during the procurement process or (b) to the public as a public record.

In addition to a clean copy of the Proposal, Proposers will also be asked to provide a “redacted Proposal” in which all information it has designated as trade secret and confidential, proprietary information is shown as redacted. The cover sheet in the “redacted Proposal” shall also identify each section and page marked as confidential along with an explanation on the Proposer’s basis for determining that the designated information qualifies as a trade secret under Oregon law.

Proposers are advised that price information submitted in response to an RFP is generally not considered a trade secret under the Oregon Public Records Law (ORS 192.311 through 192.478). Further, submitted information that is already in the public domain is not protected.

The entire Technical or Price 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.

The State shall not be liable for disclosure or release of information when authorized or required by applicable law or court order 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).

## 4.06 Technical Proposal Contents and Available Points

- a **Section 1: Cover Letter and Required Forms** (Cover Letter no more than a single page, not scored)  
Cover Letter. The Proposal cover letter shall identify a single point of contact for the Proposer and the address, telephone number, and e-mail address to which communications should be directed.

If at the time of submission of the RFP, no conflicts exist for the Principal Participants or Major Subcontractors other than those, if any, disclosed at the SOQ stage in accordance with Section 1.03.7 of the SOQ, Proposer shall include a statement to that effect. Alternatively, if the following circumstances exist, Proposer shall include a new COI Form:

- 1 For each Major Subcontractor or Principal Participant not included at the RFQ stage
- 2 For each Major Subcontractor or Principal Participant with changes to its organization or to the COI Form submitted with the SOQ

The Certifications and Requirements Form along with any COI forms, must be included with the Cover Letter.

- b **Section 2: Proposer's Expertise and Approach for Organization (80 Points)**

**Submit the following:**

- 1 Submit a comprehensive Project-Wide Organizational Chart, that includes Design, Construction, and Quality Management roles, including all Major Subcontractors, Principal Participants, Key Personnel and any other key roles as identified by the Proposer. Include responsibilities and reporting relationships. Submit a Key Personnel Form (Form KP).
  - 2 Provide a description of how the team will be set-up to manage the large geographic area of the Project including multiple jurisdictions, and Proposer's approach to navigate the construction of multiple Price Centers and Design Units within that large geographic area.
  - 3 Describe how the Design-Builder will meet the requirement in [DB 180.20] that its own organization shall perform Construction Services amounting to not less than 30% of the Construction Services price as set forth in original contract amount.
  - 4 Provide a description of Design-Builder's plans and procedures for effective management of Subcontractors within a large geographic area.
  - 5 Provide a description of Design-Builders proposed process for managing and tracking submittals, workflow of deliverables, and review and comment times. Describe how the Proposer will update the Agency as the Proposer works through their workflow including how the quality management team will be integrated. If software is being used, provide specifics as to how it is used and who will have access to it.
- c **Section 3 -Technical Approach (100 Points)**
- 1 Provide a description of how the Proposer intends to maximize value of the design-build delivery method for the Project, including an overview of its proposed innovation strategies in design and construction.

- 2 Provide a description of the proposed scale of design for individual locations or based on risk and how the scale of design was determined.
- 3 The Proposer must specifically state which approved ATCs are included in its Technical Approach by ATC Identification Number and describe how the ATC has been incorporated, including cross-references to all elements of its Proposal that are affected by the ATC.
- 4 Proposer shall provide a list of all ramps identified in the Inventory Matrix broken down into Design Units, including the unique ramp IDs. Design Units shall be developed to allow for efficient construction packaging and sequencing of construction with minimal to no hold outs for right-of-way or environmental clearances with each package. Proposer shall include a narrative describing the methodology for developing the Design Units and how the proposed Design Units will maximize efficiencies and scheduling opportunities.

Each Design Unit must:

- i include a minimum of 15 Settlement Curb Ramps;
- ii Include a maximum of 400 Settlement Curb Ramps;
- iii have logical termini as defined by federal standards.
- iv ensure that each Design Unit does not conflict with CFR 24.102 related to ROW.

Proposer must use identify the Design Units by a number to correspond to Form SP of the Price Proposal.

- 5 Describe Proposer's development of design and construction strategies and which will (i) provide the most efficient use of the Project right-of-way, (ii) minimize utility impacts, and (iii) conform to NEPA requirements. Including any potential proposed notable deviations from the Inventory or Evaluation matrices provided related to at minimum, number of ROW file and NEPA clearances.
- 6 Outline the approach to minimize temporary traffic control impacts to schedule and cost while minimizing temporary traffic control impacts to the traveling public including how the proposer will commit to an approach that minimizes out of direction travel and minimizes the number of closures allowed concurrently.
- 7 Proposer's approach to aligning the Project with ODOT's Strategic Action Plan (<https://www.oregon.gov/odot/pages/sap.aspx>), including but not limited to the missions and values of ODOT and its ADA Program (<https://www.oregon.gov/odot/ada/pages/ada-infrastructure-program.aspx>).

d **Section 4 - Project Scheduling (50 Points)**

- 1 Submit a Preliminary Project Work Schedule (to be submitted in PDF, maximum of 50 pages not counted towards page count).
  - i The Schedule should be broken by Design Units and include all the completion dates.
  - ii Critical Path Activities shall all be included.
  - iii Holidays and other high-traffic periods, as well as impacts due to weather or other causes (including other construction), shall be accounted for.
  - iv Design and subcontract activities should be integrated.
- 2 Proposer should submit a narrative explaining the assumptions upon which

the Preliminary Project Work Schedule was based including level of design, constraints, and contingencies that impacted the schedule. Explain how the Proposer anticipates handling contingencies and occurrences anticipated as potential risks.

- 3 Provide an outline of mobilization plan for mobilizing Key Personnel, Equipment, and Materials consistent with the Preliminary Project Work Schedule. Including plans for start-up, quality management throughout the lifecycle of the Project, and continued coordination with the Agency.

e **Section 5 - Quality Management (40 Points)**

- 1 Using the DB154 as an outline, describe the Proposer's approach to satisfying the Quality Plan Requirements.
- 2 Provide an explanation of how independence of Quality staff and function will be maintained. Describe Proposer's approach to ensuring that the Quality Staff is provided regular opportunities to communicate with the Agency and Design-Build staff.
- 3 Explain the Proposers process for managing, tracking, reporting and correcting nonconformance Reports (DB 154) and ADA inspection forms.
- 4 Proposer's plan to work with Agency quality oversight staff, including Proposer's plan to address Agency comments on Design-Builder's work and to afford access to Agency construction and materials verification staff to perform their responsibilities.
- 5 Proposers approach to effective close-out for the Project. Explain how the Proposer will maintain and control project close-out activities so the Project will close-out as it goes and meets each completion date.

f **Section 6 - Disadvantaged Business Enterprise Open Ended Performance Plan (OEPP) – prices redacted (20 Points)**

This Section is broken down into three Parts, as detailed below. Part 1 will be evaluated and scored based on the below criteria for the full value of the points assigned to this Section. Parts 2 and 3 will be reviewed for Responsiveness against the goals for Design and Construction as outlined in RFP Section 1.04.5 and in the DB Agreement Exhibit B-5.

Proposer is required to submit an OEPP as part of its Proposal. To be considered responsive, the OEPP must include: (i) a commitment to meet the goal, (ii) details of the types of subcontracting work or services (with projected dollar amount) that the Proposer will solicit DBEs to perform which add up to the dollar value of the goal percentage, and (iii) an estimated time frame in which actual DBE subcontracts would be executed.

The OEPP must meet the requirements of DB Exhibit B-5 and shall be organized in three parts: (i) OEPP Management, Administration, and Outreach; (ii) Design and Quality Management Services Commitment, and (iii) an Open-Ended Plan for the Construction Services.

Additionally, to comply with the Bidder's List requirement of 49 CFR § 26.11, Proposer shall submit an attachment to its Proposed OEPP with the following information below for each subcontractor of any tier who submitted a bid to Proposer for the project:

- i Firm name;

- ii Firm address including ZIP code;
- iii Firm's status as a DBE or non-DBE;
- iv Race and gender information for the firm's majority owner;
- v NAICS code applicable to each scope of work the firm sought to perform in its bid;
- vi Age of the firm; and
- vii The annual gross receipts of the firm (e.g., less than \$1 million, \$1-3 million, \$3-6 million, \$6-10 million, etc.).

**Part 1 – OEPP Management, Administration and Outreach.**

The Management, Administration and Outreach section of the OEPP must set forth Proposer's plan for managing and administering the OEPP, including continuing outreach and good faith efforts with respect to its DBE program. It must also include a description of the Proposer's DBE Program Administrator/Liaison (DBEPA), the staffing plan for that position, and a resume of the person that will serve in the DBEPA position.

Outreach included in Part 1 shall include all legally permissible outreach, good faith efforts, and other measures Proposer will provide in fulfilling its OEPP. At a minimum, the outreach must address the Design-Builder's commitment to meet the assigned DBE Contract Goals for both Design Services and Construction Services, address internships and key performance indicators to be agreed upon later with the Agency, and align with the following principles, which shall be implemented using race and gender-neutral measures:

- viii Build capacity of businesses for current and future projects;
- ix Build capacity in underrepresented populations to meet construction workforce needs;
- x Build businesses' expertise for success with project subcontracting opportunities;
- xi Increase local underrepresented populations skills/access to construction trades;
- xii Provide technical assistance to help firms in certification as a DBE;
- xiii Provide technical assistance to workforce providers to access underrepresented populations;
- xiv Provide new opportunities and facilitate new relationships between DBE subcontractors and prime contractors;
- xv Utilize construction trade labor opportunities at all levels for DBEs as part of the Project.

OEPP Part 1 should specifically include the following:

- i Strategy for Solicitation of Interest. The Design-Builder shall describe its strategy to solicit interest through all reasonable and available means, including, but not limited to, internet, social media, mailing, and faxing information on subcontracting opportunities to DBE Firms on the State-certified COBID list. The Design-Builder shall solicit interest with groups such as, but not limited to:
  - A Oregon Association of Minority Entrepreneurs
  - B Beaverton's Business Executive Sustainable Training

Headquarters

- C National Utility Contractors Association
- D Associated General Contractors
- E National Association of Minority Contractors, Oregon
- F Metropolitan Contractor Improvement Partnership Portland
- G Micro Enterprise Services of Oregon
- H Washington County Hispanic Chamber
- I Asian Pacific American Chamber of Commerce of Oregon
- J Oregon Native American Chamber
- K Professional Business Development Group

ii Methods for soliciting and documenting post-award interest from DBE Firms, which may include:

- A Collaborating with the Agency in providing technical assistance to potential small firms and DBE Firms;
- B Evaluating bonding requirement and proposing innovative measures that increase bonding capacity;
- C Assisting to address the Clean Air (diesel) emissions requirements;
- D Making efforts to assist interested small firms and DBE Firms in obtaining insurance, or consider reducing or waiving requirements;
- E Making efforts to assist interested small firms and DBE Firms in obtaining software as required by the Design-Builder;
- F Following up with all competitive bids/proposals from DBE Firms to clarify any questions that may arise; and
- G Documenting reasons in writing, if the decision is made not to utilize a DBE Firm's proposal.

iii Ongoing DBE Support Activities. The Design-Builder shall aid Selected DBE Firms and provide Post-award support throughout the life of the contract, which may include:

- A Allowing for payment advance on progress payment provisions in those instances where prudent and appropriate to facilitate successful participation of small firms and DBE Subcontractors;
- B Coordinating with local Apprenticeship Programs for apprenticeship careers in the trades or an apprenticeship;
- C Organizing early monthly meetings to integrate all Subcontractors into the Design-Builder process before their work starts;
- D Making efforts to assist interested small firms and DBE Firms in obtaining the necessary equipment, supplies, or related assistance or services needed for a competitive bid/proposal;
- E Providing technical assistance to small firms and DBE Firms to ensure the Clean Air (diesel) emissions requirements do not create a barrier for small and DBE Firms to compete; and
- F Providing space for small firms and DBE Firms and pre-apprenticeship workforce providers to locate on site to interact with



the Contractor.

G Process to replace a committed or selected DBE

**Part 2 – Design, Quality Management and Professional Services Commitment Plan.**

Complete Form OEPP, attached to this RFP in Attachment A, with all prices redacted.

**Part 3 - Construction Services OEPP.**

Complete Form OEPP, attached to this RFP in Attachment A, with all prices redacted. If a Subcontractor has been selected, include that Subcontractor by name in the first portion of the table. For all work that subcontractors have not yet been selected, identify the Type of Work anticipated and the percentage of anticipated DBE credit, contract amount and DBE commitment.

*Note: The OEPP submitted as part of the Technical Proposal should NOT include dollar values and only applicable percentages to show compliance with the goals. The OEPP submitted as part of the Price Proposal should be the same as the one submitted with the Technical Proposal, but should also include all dollar values for the work.*

**g Section 7 - Approach and Staffing Plan: DBE, Apprenticeship, and EEO Requirements (10 Points)**

- 1 Staffing, management and implementation plan. The Proposer shall describe how it will manage, staff, and meet requirements of Exhibit B-6 Implementation Requirements for EEO, Affirmative Action, Apprenticeship, Outreach & Retention, and DBE Program. In the plan, the Proposer shall describe the following:
  - i How it will meet Equal Employment Opportunity Requirements. This includes how Proposer will provide necessary information and coordination to Agency so that Agency may appropriately monitor employment on contract to ensure non-discrimination and affirmative action, consistent with federal law.
  - ii How it will meet On-Site Affirmation Action Requirements. Proposer shall consider of Executive Order 11246 and 41 CFR part 60-4 and describe efforts it anticipates using to meet goals discussed therein. Proposer shall also discuss what actions it will take ensure equal employment opportunity and its plans to fully document these actions. Such actions must be at least as extensive at those set forth in 41 CFR 60-4.3(a), paragraph 7 of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
  - iii How it will meet Apprenticeship Goals. Proposer shall describe what steps it will take to hire apprentices to meet the Apprenticeship Goal and how it will manage and maintain records to comply with reporting requirements.
  - iv. Design-Builder shall identify all personnel who will work on implementation and compliance of program requirements and describe

their roles and responsibilities. The team shall include a DBE Program Administrator/Liaison (DBEPA). Design-Builder shall designate the EEO Officer, as required by FHWA 1273 Required Contract Provisions (Exhibit B-1) who will serve as the team lead and provide a resume.

- 2 Outreach, Recruitment, and Retention Plan. Proposer shall develop and submit an Outreach, Recruitment and Retention plan as described at ORS 279C.533. The plan at a minimum shall describe how Contractor will:
  - i Advertise employment opportunities available under the public improvement contract in general circulation publications, trade association publications and publications that serve an audience or readership that consists primarily of minority individuals, women or veterans;
  - ii Follow upon the contractor's initial solicitations of interest by contacting minority individuals, women or veterans who expressed interest in or responded to the initial solicitation to determine with certainty whether the minority individual, woman or veteran is interested in the opportunities;
  - iii Provide all persons who express continued interest with adequate information about hiring qualifications, pay rates, benefits, the expected duration of employment, work hours and other conditions of employment under the public improvement contract;
  - iv Make efforts to encourage minority individuals, women and veterans to seek employment under the public improvement contract that the contractor may reasonably expect will produce a level of participation that meets the aspirational target described herein; and
  - v Use the services of minority community organizations, local, state, federal and tribal governments or other organizations that have recruiting, training and otherwise assisting minority individuals, women and veterans as the organization's primary purpose or mission to assist the contractor with outreach, recruitment and retention.

## **5.0 RESPONSIBILITY AND RESPONSIVENESS DETERMINATION; SUBSTANTIAL COMPLIANCE REQUIRED**

The SPC will review each Technical and Price Proposal to determine responsibility and responsiveness and to confirm the Proposal is not otherwise subject to rejection. If a Proposal fails any single pass/fail requirement, such failure will result in a deficiency that will cause the Agency to declare the Proposal non-responsive.

The SPC will confirm at the time of Proposal submission that the Design-Builder has filed the required Public Works Bond with the Construction Contractor's Board. Failure to have this bond filed at the time of Proposal submission would result in a Non-Responsible determination.

The Agency may in its discretion reject any Proposal that does not substantially comply with the requirements set forth in this RFP and applicable public procurement procedures. Failure to properly submit the required forms will render the RFP non-responsive.



Nonresponsive Proposers or Proposers not meeting all legal, financial, and RFP responsiveness or responsibility requirements will be rejected.

Additionally, if a Proposal is entirely or predominately labeled as a "Trade Secret", the Proposal may, in the sole discretion of the Agency, be deemed non-responsive.

Only those responsive Proposals provided by responsible proposers that did not fail the pass/fail criteria or was not otherwise rejected will be scored.

### **5.01 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 or has been deemed nonresponsive by the Agency, unintentionally incomplete, qualified, or omitted responses to this RFP, other than the required forms, will be dealt with as a matter of scoring as opposed to responsiveness.

### **5.02 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.

All responses to Agency requests shall be in writing and submitted via email to the SPC within 3 Business Days of the date of request from the Agency, except as otherwise specified in writing by the Agency. If the Proposer does not provide a response within the time specified in the request from the Agency, the Proposal may be declared non-responsive.

### **5.03 Rejection of Proposals**

ODOT reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, or conditional proposals. ODOT reserves the right to reject the proposal of any proposer if ODOT deems it not to be in the best interests of ODOT, or to reject any or all proposers who fail to satisfy qualification requirements or fail to meet standards of responsibility.

### **5.04 Cancellation of Procurement**

The Agency may cancel or re-advertise this procurement at its discretion.

## **6.0 EVALUATION**

### **6.01 Technical Proposals**

Technical Proposals will be distributed to the Agency's Technical Proposal Evaluation Committee following the Proposal Due Date and time set out in Section 2.01. Price Proposals will be sealed until the date specified in Section 2.01 and will NOT be distributed to the Agency's Technical Proposal Evaluation Committee, ~~and are;~~ they will be scored pursuant to Section 6.03.

The submittals required under Section 1 will be evaluated as a matter of responsiveness on a pass/fail basis. Proposal responses for Sections 2 through 7 will be evaluated and scored. The total point score for each scored section will be calculated by multiplying the

percentage rating given for each Section by the maximum point score available for that Section. The Technical Proposal score is calculated by totaling all scored sections.

## 6.02 Technical Proposal Scoring

The Technical Proposal scores will be based on how well the Proposal responds to the requirements and meets or exceeds the criteria as outlined in Section 4.06.

SCORED CRITERIA		AVAILABLE POINTS
Section 1	Cover Letter and Forms	NA
Section 2	Proposer's Expertise and Approach for Organization	80
Section 3	Technical Approach	100
Section 4	Project Scheduling	50
Section 5	Quality Management	40
Section 6	OEPP (Prices Redacted version)	20
Section 7	Approach and Staffing Plan: DBE, Apprenticeship, and EEO Requirements	10
Appendix	Approved and Incorporated ATCs, if applicable	NA
<b>TOTAL POINTS AVAILABLE</b>		<b>300</b>

## 6.03 Proposal Scoring

The following formulas will be used to determine the Price factor and Technical factor. Both the Price factor and Technical factor will be used in the total score formula to determine the combined total score and apparent Best-Value Proposer.

The Price factor (Pf) is the Lowest Price Proposal among all Proposers that have submitted responsive Proposals divided by each of the Individual Proposer's Price Proposal.

$$Price\ factor\ (Pf) = \frac{Lowest\ Price\ Proposal\ received}{Individual\ Proposer's\ Price\ Proposal}$$

The Technical factor (Tf) is each of the Individual Proposer's Technical Proposal score divided by the highest Technical Proposal score among all Proposers that have submitted responsive Proposals with both a Technical Proposal and a Price Proposal.

$$\text{Technical factor (Tf)} = \frac{\text{Each of the individual Proposer's Technical Proposal score}}{\text{Highest Technical Proposal score among all Proposers}}$$

## 6.04 Total Proposal Score

The Agency will use the following total score formula to determine the apparent Best- Value Proposer.

$$\text{Total Score} = [\text{Tf} \times \text{Technical Proposal weight of 40\%}] + [\text{Pf} \times \text{Price Proposal weight of 60\%}]$$

### Scoring Example:

PROPOSER A: Technical Proposal Score = 245 Price Proposal - \$120,000,100	PROPOSER B: Technical Proposal Score = 200 Price Proposal = \$99,500,000	PROPOSER C: Technical Proposal Score = 150 Price Proposal = \$90,889,200
Technical Proposal Score: (Tf 245/245 = 1) x 40% = 0.4	Technical Proposal Score: (Tf 200/245 = 0.8163) x 40% = 0.3265	Technical Proposal Score: (Tf 150/245 = 0.6122) x 40% = 0.2449
Price Proposal Score: (Pf <del>\$120,000,100</del> / \$90,889,200 / <u>\$120,000,100</u> = 0.7574) x 60% = 0.4544	Price Proposal Score: (Pf <del>\$99,500,000</del> / \$90,889,200 / <u>\$99,500,000</u> = 0.9134) x 60% = 0.5480	Price Proposal Score: (Pf \$90,889,200 / \$90,889,200 = 1) x 60% = 0.6
TOTAL SCORE: 0.4 + 0.4544 = 0.8544	<b>TOTAL SCORE [Best Value]:</b> <b>0.3265 + 0.5480 = 0.8746</b>	TOTAL SCORE: 0.2449 + 0.6 = 0.8449

## 7.0 AWARD

### 7.01 ~~Notification of apparent Best-Value Proposer~~ Contract Discussions

~~After Evaluation and Scoring for the RFP is complete, Agency will issue a notice to the Shortlisted firms of the apparent Best-Value Proposer based on the Technical and Price Proposal Evaluation Scoring.~~

The Agency may or may not conduct discussions but reserves the right, in its sole discretion, to conduct discussions with the Best-Value Proposer and to use a proposal revision process for items outlined in Section 8.01 of this RFP.

### 7.02 Notice of Intent to Award

Upon the Agency's determination of the apparent responsive and responsible Best-Value Proposer, the Agency will issue Notice of Intent to Award.

The Agency will make all Proposals available for public inspection, both for the RFQ and RFP phases of this solicitation, after Notice of Intent to Award is issued. The Agency may withhold from disclosure those portions of a Proposal that are designated as trade secrets as outlined in Section 4.05 of this RFP.

### 7.03 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 shall 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 in writing and must be received by the Agency by the deadline specified in the Notice of Award. Protests shall be submitted via email to the SPC listed in Section 2.01. Award protests shall otherwise comply with the applicable requirements of OAR 731-005-0690.

## **7.04 Debriefs with Unsuccessful Proposers.**

The Agency will meet with the unsuccessful Proposers to discuss the solicitation process and their individual scoresheets if a request is made within 15 Calendar Days after expiration of the Award protest period. The purpose of a debrief is to provide constructive feedback to teams on their SOQ/Proposal so they can submit more competitive SOQs/Proposals in the future. Debriefs shall be limited to the debriefed Design-Builder's overall ranking, scores, Evaluation Panel comments, and general information regarding the selection process. Debriefs shall not include a point-by-point comparison of the debriefed Design-Builder's submittal with other SOQs/Proposals.

## **7.05 Insurance Requirements**

Proposer shall procure all insurance coverages in accordance with DB Agreement DB170.70 and provide copies of those insurance policies to Agency as a Required Submittal outlined in Section 8.05 of this RFP. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract number, shall specify the form number or any endorsements issued to satisfy the Contract insurance requirements, and shall state that the Agency shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy.

Proposer will be required to include all Subcontractors as insureds under its policies, or, alternatively, the Proposer must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided. To the extent reasonable commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of the Insurance requirements in DB170.70, including the requirement that all liability insurance policies (except Professional Liability, Cyber Liability, and Workers Compensation) provided by the Subcontractor(s) must include the Agency, its officials, agents, and employees as additional insured for full coverage and policy limits. Best Value Proposer is obligated to require and verify that each Subcontractor maintains the required insurance and ensure Agency is included as additional insured.

## 8.0 CONTRACT EXECUTION

### 8.01 Finalization of the Technical Proposal and Form SP

Following Notice of Intent to Award, Agency may identify any necessary refinements to the Design-Build Technical Proposal and corresponding changes to the amounts in Form SP, including Agency decisions with respect to inclusion of any ATCs. Design-Builder will revise and resubmit their Technical Proposal to reflect those changes. The final Technical Proposal and Form SP will become Exhibits A-1 and A-2 of the DB Agreement.

In no event will the contents of its Technical Proposal entitle the selected Proposer to perform below minimum Contract requirements or fail to perform any other Contract obligation. Those portions that do not meet or exceed the stipulated criteria, or are not accepted by the Agency for incorporation into the resulting Contract, as determined by the Agency in its sole discretion, will not be incorporated into the resulting Contract or modify any of the terms, provisions or conditions of the Contract Documents.

### 8.02 Finalization of Contract Documents

The Agency will not consider changing any term, provision or condition of the Design-Build Agreement or the Design-Build General Provisions or other Contract Documents after the solicitation request for change and solicitation protest deadlines.

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:

- a fully incorporate the terms of the Proposal and ATCs approved or approved with conditions by Agency,
- b to correct any inconsistencies, ambiguities, or errors that may exist in the Contract Documents, or
- c to clarify Contract terms, including technical requirements and Specifications, if any.

If in the Agency's sole discretion it determines that parties will be unable to reach a mutually acceptable Contract, the Agency may terminate conversations with the Best-Value Proposer and continue the process of finalizing contract documents with the next highest-ranked Proposer until the Agency either successfully negotiates a Contract or cancels the procurement.

### 8.03 Workers Compensation Coverage

The Best-Value Proposer will be required to certify Workers' Compensation Coverage required by DB170.61(a) and DB170.70(e) as part of the contract execution process.

### 8.04 Required Submittals

After the Protest period for Notice of Intent to Award Apparent Best-Value Proposer will be required to submit the following documents for incorporation into the Contract within 15 days of the request.

- a **Payment and Performance Bonds** - Contact information (Name and Email

Address) for Surety to execute Bonds electronically. Payment and Performance Bonds will each in the amount of 100 percent of the Contract Amount.

- b **Insurance Certificates** - Insurance certificates evidencing the required insurance coverages as listed in the DB Agreement, DB170.70. See also the RFP Section 7.05 and DB Agreement Article 7.1.
- c **Evidence of Authority:**
  - 1 The names of all signatories to the anticipated Design-Build Agreement, 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 (including dollar limits, if applicable) the Design-Build Agreement and bind the principal to the terms of the Contract. (See Section 8.06.)
- d **Licenses** - Evidence that the Design-Builder and its personnel are properly licensed to perform the Work. The Proposer must be registered with the Oregon CCB as a condition for execution of the Design-Build Agreement. (Licensing under ORS 468A.720 is required for this project.)
- e **Escrow Agreement (Form EA)** - The Escrow Agreement (Form EA) executed by the Apparent Best-Value Proposer and the Escrow Agent, together with an inventory of all documents in the Escrowed Documents as an attachment to the executed Escrow Agreement as required by DB 131. (See RFP Section 8.05.)
- f **Authorized Signer(s) Information** – Full name, email address, and phone number for each signer of the Contract.

## 8.05 Contract Execution and Delivery of Required Documents

The selected Proposer and Proposer's Surety shall execute the Design-Build Agreement via Adobe Sign within 15 Calendar Days of the date the Proposer received the Contract Documents from 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 Design-Build Agreement, Contract Documents, and required submittals to the Agency within the response period, will result in the Agency's commencement of Negotiations with the second highest-ranking Best-Value Proposer. If the selected Proposer is a joint venture or partnership, each joint venture member or partner shall sign the Design-Build Agreement on behalf of both itself and the Proposer.

## 9.0 AGENCY RIGHTS AND DISCLAIMERS

### 9.01 Agency Rights

The Agency may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in the RFP. The Agency reserves the right, in its sole and absolute discretion, to take any one or more of the following actions:

- a Reject any or all Proposals.
- b Issue a new RFP.



- c Cancel, modify, or withdraw the RFP.
- d Issue Addenda, supplements, and modifications to this RFP.
- e Modify the RFP process (with appropriate notice to Proposers).
- f Appoint a selection committee and evaluation teams to review Proposals and seek the assistance of outside technical experts in the evaluations.
- g Approve or disapprove the use of particular Key Personnel, Subcontractors, substitutions, or changes in Proposals.
- h Revise and modify, at any time before the Proposal due date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Agency will provide an Addendum to all registered Proposers setting forth the changes to the evaluation criteria or methodology. The Agency may extend the Proposal due date if such changes are deemed by the Agency, in its sole discretion, to be material and substantive.
- i Hold meetings and exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual Proposer informational meetings are held, all Shortlisted Proposers shall be afforded an opportunity to participate in an individual Proposer informational meeting.
- j Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
- k Waive Weaknesses, informalities, and minor irregularities in Proposals.
- l Reject the Proposal from any team that changes after the submittal due date and time without following the procedures of this RFP and without the Agency's written approval.
- m Refuse to receive or open an Proposal, once submitted, or reject an Proposal if such refusal or rejection is based upon, but not limited to, the following:
  - 1 Failure on the part of a Major Subcontractor or Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the Agency (or State of Oregon).
  - 2 Default on the part of a Major Subcontractor or Principal Participant or Design Firm (as applicable) under previous contracts with the Agency (or State of Oregon).
  - 3 Unsatisfactory performance by the Proposer, a Major Subcontractor or Principal Participant, under previous contracts with the Agency (or State of Oregon).
  - 4 Issuance of a notice of debarment or suspension to the Proposer, a Major Subcontractor or Principal Participant, or Design Firm (as applicable).
  - 5 Existence of an Organizational Conflict of Interest or other disqualifying Conflict of Interest, or a finding of evidence of collusion between a prospective Proposer (or any Major Subcontractor or Principal Participant or Design Firm (as applicable) and other Proposer(s) (or Major Subcontractor or Principal Participants or Design Firm (as applicable) in the preparation of any Proposal or bid for any Agency construction project.
  - 6 Uncompleted work or default on a contract in another jurisdiction for which

the prospective Proposer or a Major Subcontractor or Principal Participant is responsible, which in the judgment of the Agency might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

- 7 If the Proposer has liquidated and delinquent debt owed to the State or any department or agency of the State.

## **9.02 Agency Disclaimers**

In issuing this RFP and undertaking the procurement process contemplated hereunder, the Agency specifically disclaims any obligation to Award or commitment to enter into a Design-Build Contract.



## GOALS FOR MINORITY UTILIZATION BY COUNTY

County	Goal (Percent)
Clackamas, Multnomah, and Washington Counties	.....4.5
Marion and Polk Counties	.....2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties	.....3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties	.....2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties	.....3.6
Harney and Malheur Counties	.....4.4

These goals are applicable to all the Design-Builder's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Design-Builder performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Design-Builder also is subject to the goals for both its federally involved and non-federally involved construction.

The Design-Builder's compliance with the Executive Order and the regulations in 41 CFR Part 604 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 604.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Design-Builder shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Design-Builder's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**2.** The Design-Builder shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 Business Days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

**3.** As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more