

COLUMBIA DEVELOPMENT AUTHORITY

FORMAL REQUEST FOR PROPOSAL RFP # 2024-11 ENGINEERING SERVICES

Date Issued:	April 15, 2024	
Requests for Question Deadline:	April 26, 2024	4:00PM PT
Response to Questions:	May 6, 2024	5:00PM PT
Proposal Closes & Responses Due:	May 13, 2024	4:00PM PT
Procurement Contact:	Debbie Pedro	
Submit Bid:	Columbia Development Authority Two Marine Drive Boardman, Oregon 97818	

PART 1
INSTRUCTIONS FOR PROPOSER
COLUMBIA DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL (RFP)
RFP No. 2024-11
ENGINEERING SERVICES

Issue Date: April 13, 2024

Proposal Due: May 13, 2024
Time: 4:00 PM PT

CDA OVERVIEW

CDA was formed by Intergovernmental Agreement between the County of Morrow, County of Umatilla, Port of Morrow, Port of Umatilla and the Confederated Tribes of the Umatilla India Reservation for the purpose of

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

SECTION 1: INTRODUCTION

CDA is soliciting Requests For Proposals for Engineering related services. This solicitation requests Proposals for general engineering services on project support for projects identified in Part 2 of this solicitation and generally on a project by project basis as assigned by CDA through Work Order. Each Work Order will include a Not to Exceed amount (NTE) for such Work Order. The resulting Contract will have an initial aggregate NTE of Five Hundred Thousand Dollars (\$500,000). Regardless, no set amount of work is guaranteed and any and all work is expressly contingent on available funding.

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

Successful Proposer shall obtain and maintain in current status all applicable permits and licenses.

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

SECTION 2: PROJECT MILESTONES

- **Contract Execution** to successful engineer – May 16, 2024 (estimate)
- **Issuance of Work Orders** to engineer for specific projects – (throughout contract term)
- **Substantial** contract completion by –(as provided in Work Order)
- **Final** contract completion by – six years (estimate – if all 4 option years are executed)

SECTION 3: INSTRUCTIONS TO PROPOSER

1. A. **Proposal Submission Requirements**

Technical Qualifications Response shall be submitted in a sealed envelope / container to the following address and clearly marked “RFP 2024-11 Engineering Services – Technical Qualifications”.

Pricing Response shall be submitted in a separate sealed envelope to the following address and clearly marked “RFP 2024-11 Engineering Services – Price Proposal”.

Proposals must be submitted as follows:

1. One (1) original and three (3) copies of the technical response and proposal documents in a sealed container. One (1) copy must be unbound for ease of photocopy reproduction.

One (1) copy of the price proposal in a separate, sealed envelope marked, “Price Proposal.” (See Price Proposal Form Exhibit #4). **No mention of the price proposal shall be made in the response to the technical qualifications of this qualifications based solicitation.**

2. One (1) electronic PDF format version of the response and proposal documents on a USB flash drive. The price proposal shall be submitted in a separate electronic file contained on the USB flash drive and named “RFP 2024-11 Exhibit 4 Price Proposal – (Proposer Name here)”.
3. Digital signatures on forms are permitted.
4. Submit with a cover letter to:

Debbie Pedro
Two Marine Drive
Boardman, Oregon 97818

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

Proposals must be received by CDA **by 4:00 p.m., Pacific Time, May 13, 2024.**

- B. Accommodation For People With Disabilities** - People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact CDA seven (7) working days prior to the scheduled proposal opening.

- C. **Exceptions / Modifications To Drawings And Specifications** - Proposer may **not** take exception to, or modify any part of, the Drawings or Specifications, if any.
- D. **Right of Rejection / Cancellation and Irregularities / Cost of Proposal** - CDA reserves the right to reject any or all Proposals, or part thereof, to accept one or more items of a proposal without obligation as to other items. CDA reserves the right to cancel this RFP / solicitation at any time without liability prior to execution of a contract by CDA if it is in CDA's or the public's best interest. Under no circumstances will CDA be liable for any costs the firm incurs while preparing or presenting the proposal. All Proposals will become part of the public file without obligation to CDA. CDA enforces the right to wave irregularities anytime through the solicitation process.
- E. **Late Proposals** - Proposals submitted or received after the date and time indicated herein will not be accepted. Requests for extensions of the proposal closing date or time must be requested prior to the deadline for receipt of Proposer questions noted above. Timely requests will be considered, but CDA reserves the right to extend the due date or decline to extend the due date at its sole discretion.
- F. **One Proposal; Partial Proposals** – A Proposer may not submit more than one (1) Proposal in response to this solicitation. No partially completed Proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.
- G. **Single-Proposer Responsibility** - Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must propose all professional services/goods and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task.
- H. **Withdrawal or Modification of Proposals** – Proposals shall not be modified after the due date and time for Proposal submittal. Proposals may be withdrawn by Proposer before Proposal due date and time as specified within this solicitation.
- I. **Requests for Clarification or Modification** - All requests for clarification or modification of the RFP shall be made in accordance with PART 1, Section 3, subsection 12 of this RFP. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to all interested Proposers. Where applicable, Proposer is required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as any cost or savings to CDA and the advantage to CDA of the proposed change.
- J. **Required Forms**: If a form does not apply to your business or Proposal, please mark the form “**Not Applicable.**” **Sign and date each form.** Some forms may require notarization. Failure to complete all forms will result in your Proposal being ruled nonresponsive. Nonresponsive Proposals will not be evaluated or awarded a contract.
- K. **Addenda** - Modifications to this RFP shall be made only by addenda to the solicitation. Verbal or faxed instructions, interpretations, and changes shall not serve as official expressions of CDA and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposer and included in their Proposals. All addenda issued by CDA shall be acknowledged by Proposer on the Acknowledgement of Addenda form.

L. Experience and Qualifications (REQUIRED) – Proposer must demonstrate to the satisfaction of CDA that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.

1. **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational structure, size, capabilities, financial ability of Proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the Proposer deems pertinent and introductory in nature.
2. **Qualifications of Proposer:** The Proposer shall describe its knowledge and past project experience relevant to CDA’s needs as listed in the Scope and Specifications in PART 2 of this RFP, including the Proposer’s direct experience on projects of similar size, scope and complexity.

M. Ambiguity in Specifications - Proposer shall promptly notify the CDA Procurement Manager at the address listed in PART 1, Section 3, subsection 1.A(4) of this RFP, of any ambiguity, inconsistency, or error that they may discover upon examination of the Proposal documents.

N. Solicitation and Attachments – The Solicitation and any attachment or exhibit to this RFP will be incorporated into and made a part of the resulting Contract. In the event of a conflict between the provisions contained in the body of this RFP, the solicitation, and any attachment or exhibit, the terms in the body of the resulting Contract will control.

O. Protest: CDA’s formal protest procedures may be requested by contacting CDA Procurement by telephone at 541-481-3693.

P. Certification: By submitting its Proposal, Proposer certifies that it is in compliance with the State of Oregon statutory requirements governing registration of corporations or assumed business names and licenses.

2. **PREPARATION OF PROPOSAL**

- A. Proposals must be:
 - i. Submitted on the Proposal forms, or copies of forms, furnished by CDA, and
 - ii. Signed. If the Proposal is made by a corporation, it shall be signed by the corporation’s authorized designee.
 - iii. The address of the Proposer shall be typed or printed on the Proposal in the space provided.
- B. Organization & Format. Proposals shall be typed and submitted on 8.5 by 11 inch paper bound securely.
- C. The Proposal may require Proposer to submit prices for one or more items, including: (1) lump sum proposal; or (2) hourly rates with a Do Not Exceed Amount.

- D. Proposer **MUST** comply with the requirements in the Proposal Documents. **Modifying the proposal forms, conditioning or limiting the proposal, or offering to perform work not requested by the Proposal Documents may disqualify the proposal.**

3. **BASE PROPOSAL**

The Proposer agrees to hold all pricing for period of ninety (90) days from the date of the proposal opening.

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

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

The Proposer also acknowledges that it has satisfied itself as to character, quality, and quantity of materials or obstacles to be encountered. Any failure of the Proposer to take the actions described and acknowledged in this paragraph will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the work.

5. **PROPOSAL AMOUNT**

The Proposer acknowledges that the details of the specifications accurately reflect the Scope of the Work on which the Proposer is submitting its proposal. Proposer should base their proposal pricing on the following elements:

- (i) A schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required by the Port, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal;
- (ii) A reasonable estimate of hours that the Proposer will require to perform the professional services the Port requires for the procurement;
- (iii) A description of each task that the Proposer understands as comprising the professional services;
- (iv) A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to the individual or labor classification; and
- (v) A list of expenses, including travel expenses, that the Proposer expects to incur in connection with providing the professional services.

6. PROPOSAL RESULTS

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

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

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

7. CONTRACT AWARD

A. RESPONSIVENESS OF PROPOSAL

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

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

B. APPARENT SUCCESSFUL PROPOSER

The apparent successful Proposer, for purpose of award, shall be the highest scoring responsive and responsible Proposer, including the evaluation of the price proposal as provided in the evaluation criteria.

C. PROPOSAL SELECTION PROCESS

The successful Proposer shall be selected on the basis of having submitted a responsive and responsible proposal for this proposal package, and meeting the other requirements established in PART 4 and the other requirements of the proposal documents.

D. EFFECTIVE DATE OF THE CONTRACT

CDA will notify the successful Proposer and provide the successful Proposer with a written Notice of Contract Award. The successful Proposer shall return a signed copy of the Contract as well as all other documents required to be signed or provided such, insurance certificates, etc. The

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

9. APPLICABILITY OF RESULTING CONTRACT

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

10. SCHEDULE OF PROPOSAL PROCEDURES

The anticipated project procurement timetable is as follows for Proposal Solicitation RFP 2024-11 ENGINEERING SERVICES:

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Requests for Question Deadline:	April 26, 2024	4:00PM PT
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Proposal Closes & Responses Due:	May 13, 2024	4:00PM PT

11. QUESTIONS, CLARIFICATIONS AND CHANGES TO RFP

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

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

END OF PART 1

PART 2

SCOPE AND SPECIFICATIONS

Engineering Services Multiple Project Contract

2.1 PURPOSE

A. Intent of RFP

CDA is requesting proposals from qualified engineering firms to perform general engineering services for a variety of projects. CDA plans to negotiate a contract with the Most Qualified Proposer (Consultant) who shall be responsible for providing a variety of services including, but not limited to, those listed in Part 2 of this solicitation. Projects will be assigned on a Work Order basis, project by project, with a Not to Exceed amount (NTE) for each Work Order. The resulting Contract will have an initial aggregate NTE of Five Hundred Thousand Dollars (\$500,000). Regardless, no set amount of work is guaranteed and any and all work is expressly contingent on available funding.

Regardless of the resulting Contract, CDA shall maintain its right to consult with or hire another engineering firm to perform any and all projects for CDA, if it chooses to do so, and CDA is not required to notify Consultant.

B. Anticipated Projects

Following is a partial list of projects that CDA anticipates starting and/or completing during the duration of the Contract with the successful Proposer (Consultant). Projects may vary from what is stated and are not guaranteed. All, some, or none of the projects may be started or completed. Projects, including those anticipated below, will be assigned by CDA and commenced by Consultant only pursuant to Work Order issued in writing by CDA.

Prioritizing the projects and developing a timeline will be done by CDA with the Consultant. The projects below appear in no particular order of importance:

1. Umatilla County Master Plan
2. Support Land Use Applications and Entitlement Processes
3. ODOT Road Construction IGA
4. South Oregon Trail and 1944 Explosion Site oversight
5. Utilities and Consulting
6. Other Construction Design, Build and Oversight as assigned

2.2 SCOPE OF SERVICES

The Consultant will be responsible for providing engineering services commonly expected of licensed and experienced firms in the engineering fields. All work submitted to CDA shall be approved by an Engineer licensed in the State of Oregon.

CDA intends for the engineering services Consultant to provide the following services as specifically detailed by specific Work Order issued during the term of the Contract, which may include, but is not limited to:

- A.** Meet with CDA staff to consult on anticipated projects and provide a task project estimate for providing the services necessary for each anticipated project.
- B.** Consultant shall be fully capable and qualified to update any pre-existing CDA drawings and transfer the same into Auto Cad (or equivalent) computer software.
- C.** Consultant shall be experienced in Oregon Department of Transportation (“ODOT”) design criteria, grant and funding requirements, Oregon master plan development requirements and requirements specific to Umatilla and Morrow County.
- D.** Consultant shall have at a minimum the capabilities to provide the following services, either directly or through licensed consultants:
 - Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Environmental Engineering
 - Construction Management
 - Preparation of Plans and Specifications
 - Preparation of Estimates and Costs for Construction Projects
 - Construction Inspection
 - Providing management assistance for facilities, equipment installation, maintenance, and repair
 - Experience with local building codes and ordinances
- E.** Consultant shall support CDA contracted professional project management services.
- F.** Consultant shall have proficient knowledge of, and current experience with, Davis Bacon and prevailing wage requirements as may be applicable.
- G.** For each project, the Consultant shall provide the following services:
 - Consult CDA staff on design and engineering alternatives including evaluations of alternatives.
 - Prepare technical specifications including all design and engineering work and preparations of drawings to be included as the scope of work for all bid documents.
 - Preparations of pre-bid cost estimates for each project and any significant modification to the project scope.
 - Preparation of reports or correspondence regarding the project per CDA request.
 - Word process and publish project manuals and drawings, including documents furnished

by CDA.

- Attend pre-bid and pre-proposal conference meetings and address issues related to the technical specifications and drawings.
- Prepare technical documents as part of addenda to bid documents for CDA to distribute to proposers.
- Prepare documents as required to respond to protest of technical specifications or drawings.
- Investigate bids submitted and assist with reference checks on proposers, if requested by CDA.
- Review bids and recommend firms for contract award.
- Perform on-site inspections with CDA staff and meet with prime and subConsultants as required.
- Prepare and issue Project Field Bulletins and Change Orders as required, including cost estimates and cost analysis.
- Assist as needed with the final inspection with CDA staff and Consultants.
- Assist with the preparation and issuance of punch list(s).
- Attend meetings with CDA staff and Consultants as necessary, including but not limited to pre-construction, progress, and project close-out meetings.
- Provide written documentation of each project to CDA at project close.

2.3 DESIGN WITHIN FUNDING LIMITATIONS

CDA may require the Consultant to design a project so that construction costs will not exceed a contractually specified dollar limit (funding limitation). The amount of the construction funding is to be established during negotiations between the Consultant and CDA, prior to issuance of CDA's task order for the project. If the price of construction proposed in response to a CDA solicitation exceeds the construction funding limitation established during negotiations with the Consultant, the Consultant will work cooperatively with CDA to determine if a lower cost design is feasible, and if it is feasible, for redesigning the project within CDA's funding limitation. If the cost of proposed construction is affected by events beyond the Consultant's reasonable control (e.g., if there is an increase in material costs which could not have been anticipated, or an undue delay by CDA in issuing a construction solicitation), the Consultant shall not be obligated to redesign at no cost to CDA. If the Consultant's design fails to meet the contractual limitation on construction cost and CDA determines that the Consultant should not redesign the project, a written statement of the reasons for that determination shall be placed in the contract file.

2.4 RELEASES, LICENSES, PERMITS

It is the Consultant's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the Consultant for use in performing services for CDA, and shall save CDA harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving CDA on account of or arising out of such use. CDA shall obtain the same for any such items obtained by CDA which are used by the Consultant and shall hold harmless from all claims, demands, expenses (including reasonable attorneys' fees), liabilities, suits, and proceeding (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving CDA on account of or arising out of any assertions, claims, slogans, headlines or the like made for any CDA products, as well as for all claims, demands, expenses, liabilities, suits and proceedings as able set forth arising out of the nature or use of CDA's products.

2.5 CONSULTANT CONFLICTS OF INTEREST

- A.** There must be no conflict of interest on the part of the Consultant. The Consultant must ensure that there is no real or perceived conflict of interest of their other clients at any time during the life of the Contract. If the Consultant has any clients which would be perceived as improper in its alliance to CDA at the time of award of Contract, or obtains any such client through the life of the Contract, the Consultant shall promptly notify CDA of such clients.
- B.** The Consultant will be afforded the opportunity to present comments and explain any efforts that it intends to take to mitigate any conflict of interest. However, CDA shall have the final determination as to any activity which constitutes a conflict of interest pursuant to these provisions. The decision by CDA shall be final and without recourse.
- C.** Failure of the Consultant to appropriately disclose, eliminate or mitigate conflicts of interest shall constitute a material breach of the Contract and be subject to termination as provided in the resulting Contract terms and conditions.

END OF PART 2

PART 3

PROPOSAL FORMS

EXHIBITS 1-6

COLUMBIA DEVELOPMENT AUTHORITY EXHIBITS

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

- Exhibit #1 – Proposal Form
- Exhibit #2 – Acknowledgement of Addenda to RFP
- Exhibit #3 - Consultant’s Representations & Warranties Certification
- Exhibit #4 – Price Proposal Form
- Exhibit #5 – References
- Exhibit #6 – Acknowledgment of Sample Contract and Work Order

EXHIBIT #1

PROPOSAL FORM

The undersigned (“Proposer”), upon acceptance by CDA, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies, and other work in accordance with the Request For Proposal No. 2024-11, entitled “ENGINEERING SERVICES,” and substantially in the form of the Sample Engineering Master Services Agreement and Work Order as issued on April 13, 2024.

PROPOSER: The undersigned certifies as follows:

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

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

Firm's Name: _____

Firm's Address: _____

Contact Person _____ E-mail _____

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

Name of Project Manager and Title _____

6. Accounts Receivable Address, if different from above:

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

Proposer understands that this Proposal constitutes a firm offer to CDA that cannot be withdrawn for one-hundred twenty (120) calendar days from the date of the deadline for receipt of Proposals. If awarded the contract, Proposer agrees to deliver to CDA the required insurance certificates within ten (10) calendar days of the Notice of Award.

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

EXHIBIT #2

ACKNOWLEDGMENT OF ADDENDA

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

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

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

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

Consultant Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #3

**CONSULTANT’S REPRESENTATIONS AND WARRANTIES CERTIFICATION
(State of Oregon)**

Consultant hereby represents and warrants to CDA that:

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

Consultant Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

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

END OF PART 3

PART 4

EVALUATION OF PROPOSALS

Evaluation Criteria and Procedure

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

It is anticipated that CDA will select a Consultant and award a contract for ENGINEERING SERVICES. The selection will be made based on the proposals submitted and the evaluation criteria listed below including the evaluation of price proposals of no more than the top three Proposals based on the non-price criteria. However, CDA reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

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

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

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

EVALUATION CRITERIA:

A. Format of Proposals

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

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

B. Content of Proposals

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

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

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

All proposals shall be initially evaluated and ranked, based on the non-price criteria below, with the weight relationships shown. Only after the proposals have been ranked using the non-price criteria, CDA may evaluate the 3 highest ranked proposals using their price proposal pursuant to ORS 279C.110(5), assigning a maximum of 15 points based on price. Price proposals shall be submitted in a sealed envelope and only price proposals of the the 3 highest ranked proposals shall be opened and evaluated by CDA.

Provide the following information:

(1) General Qualifications and Experience of Firm and Staff (30 Possible Points)

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

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

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

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

(2) Specific Related Experience (45 Possible Points)

Provide detailed experience of firm’s experience on completed or ongoing work of a similar nature. Specifically, experience in the following areas:

1. Oregon Department of Transportation (“ODOT”), Connect Oregon program, design criteria, grant and funding requirements
2. Oregon master plan development requirements for Umatilla County
3. Local land use requirements specific to Umatilla County and Morrow County
4. Large scale (greater than 1000 acre) industrial developments

5. The Oregon Military Department (“OMD”)
6. Coordinating projects with multiple federal, state, county, port, tribal and other partners

(4) References (Exhibit #5)

(10 Possible Points)

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

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

(5) Price Proposal/Cost (Exhibit #4)

(15 Possible Points)

CDA will consider price proposals from those Proposers technically qualified to perform the work. (See Price Proposal Exhibit #4) Each Proposal shall include the following:

- (i) A schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required by the Port, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal;
- (ii) A reasonable estimate of hours that the Proposer will require to perform the professional services the Port requires for the procurement;
- (iii) A description of each task that the Proposer understands as comprising the professional services;
- (iv) A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to the individual or labor classification; and
- (v) A list of expenses, including travel expenses, that the Proposer expects to incur in connection with providing the professional services.

2.2 Evaluation Procedure

- A. CDA will review proposals received timely, by the deadline closing date and time, for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements detailed within this RFP may be rejected as non-responsive.
- B. CDA will review responsive and responsible submissions against the Evaluation Criteria set forth in PART 4 of this RFP or in subsequent Addenda that may be issued for this solicitation.
- C. CDA will total initial scoring of technical, non-price, proposals. Consistent with PART 4, price will account for zero percent (0%) of a proposer’s total non-price score.
- D. CDA shall then evaluate the 3 highest ranking technical proposals based upon their price proposals and award a maximum of 15 points based on price.
- E. CDA reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. CDA reserves the right to visit sites where work of a similar nature has been performed by the Proposer or visit the Proposer’s work facility during the evaluation period. Any information gained by CDA as a result of documentation / evidence provided, and / or obtained from site visits will all be considered during the final evaluation and final scoring.

END OF PART 4