

ADDENDUM ONE (2/1/2024)

**City of Umatilla, Oregon
700 Sixth Street P.O. Box 130 Umatilla, OR 97882 I (541) 922-3226 x104
Agency Contact: Melissa Ince**

SUMMARY OF REQUEST FOR PROPOSALS (RFP) AND INTERVIEW

**RE: THE CITY OF UMATILLA, OREGON (CITY) DESIRES TO SELECT A CONSTRUCTION
MANAGER GENERAL CONTRACTOR (CMGC) FOR THE UMATILLA FALLS ENTRY
MONUMENT PROJECT**

Monday, January 29th and Tuesday, January 30th, 2024 (Addendum One 2/1/2024)

All Interested Respondents and Associated General Contractors of Oregon, Washington, Idaho:

The City is hereby releasing a Request for Proposals (RFP), soliciting Statements of Qualifications and performing interviews from interested CMGCs in accordance with City and Oregon Department of Administrative Services (ODAS) requirements, and the Oregon State Revised Statute 279C.335 and ORS 279.065 (3). The City is seeking an Oregon licensed, experienced and qualified CMGC to perform preconstruction engineering phase support and construction phase services in 2024 for their estimated \$1.6M Entry Monument and Fountain Project located near the intersection of Highway 730 and US 395. On January 16, 2024, the City Council held a public hearing and approved the contract bidding exemption status by ODAS to procure a CMGC to perform the work.

For the RFP and Interview, a Qualifications Based Selection (QBS), the City requests that interested CMGC respondents do the following:

Procurement Phase One - RFP

- Review the advertised RFP to be available to Respondents on Monday, January 29th, 2024.
- Attend a virtual preproposal conference to be held at 8am Pacific Standard Time (pst) on Monday, February 5th, 2024. A meeting link will be provided to interested Respondents. The purpose of the conference includes the following:
 - Provide the Respondents with an understanding of the RFP and interview procurement process.
 - Respondents are not permitted to seek or obtain commitments from the City in the meeting. No part of the evaluation of Proposals will be based on conduct or discussions that occur during this discussion.
 - Nothing stated during the meeting or included in a written record or summary of the meeting modifies the RFP unless it is incorporated by Addendum.
 - Official minutes for the discussions will not be kept.
 - This meeting is not intended to be a marketing meeting for Respondents. Discussions should focus on the aspects of the Project.
- Prepare an SOQ in eight (8) pages or less with a minimum 10 pt. font and 1/2-inch margins. Covers and cover letter not included in page limit. Additional backup information requested in the RFP also not included in the page limit.
- All questions or clarifications for the RFP must be submitted in writing or by email to Melissa Ince at the contact information below no later than 3 pm pst on February 7th, 2024.
- **Respondents to submit SOQs (20 MB or less) via email or turned in directly before 11 am pst Wednesday, February 14th, 2024 at the City to the attention Melissa Ince. See below. If the proposal is greater than 20 MB or more, please contact Ms. Ince to deliver an electronic copy prior to the deadline. A receipt confirmation acceptance email will be sent to each Respondent. Do not email the Proposal to anyone other than Ms. Ince.**

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Melissa Ince, CPA | Finance Director
P: 541.922.3226 x104
F: 541.922.5708
E: melissa.ince@umatilla.gov
W: <http://www.umatilla-city.org/>
City of Umatilla | P.O. Box 130 |
Umatilla, OR 97882

Procurement Phase Two - Interview

- Up to three (3) qualified firms will be selected for an interview. The City will notify the CMGC on the format, date, time and location of the in-person interviews to be held on Monday, February 26th, 2024.

Procurement Phase Three - Selection

- The City will select a qualified CMGC based on the SOQ and Interview integrated scoring criteria outlined in the RFP.
- The City and the CMGC will negotiate a fair and reasonable price for preconstruction phase CMGC services.
- The selected CMGC will be recommended by City Staff to the City Council for approval at the council meeting on Tuesday, March 5, 2024.

Note: The CMGC shall have no additional contact with the City, unless specified in the RFP. All materials submitted by Respondents are subject to public records requests. All Respondents are encouraged to make site visits and review supplemental information made available for review at this link:

<https://www.umatilla-city.org/city-projects/page/umatilla-falls-entry-monument-and-fountain>

The City reserves the right to not select any firm for the services based on this RFP, to accept or reject any or all submittals, or to cancel, at its discretion, this RFP at any time. Also, if the project cannot be delivered within the allocated budget and/or schedule, the City retains the option to cancel the Project, reduce the scope, or deliver the project by other means.

Once the final ranking is complete and upon approval by the City Council, the City will enter negotiations for a contract for the work subject to this RFP and Interviews. If an agreement cannot be reached with the first ranked CMGC, the next qualified CMGC will be contacted for contract negotiations.

The final contracted CMGC services will consist of two steps: Step 1 – Preconstruction Phase Services; and Step 2 – Construction Phase Services (if authorized to proceed by City). Table One below depicts the anticipated schedule of events for this Project:

Draft Findings Presented, Public Hearing Advertised	January 2, 2024
Public Hearing, Approval for CM/GC Procurement	January 16, 2024
RFP Advertised	January 29/30, 2024
Pre-Proposal Conference (virtual) 8am pst	February 5, 2024
Cut-off for RFP Questions and Clarifications 3pm pst	February 7, 2024
SOQs Due 11am pst	February 14, 2024
Invite Three Contractors for Interview	February 21, 2024
Interviews	February 26, 2024
Notify Proposers of Final Selection	March 1, 2024
City Council Selection	March 5, 2024
CM/GC SOW for Step 1 due	March 8, 2024
City Council Award of CM/GC Contract for Step 1	March 19, 2024

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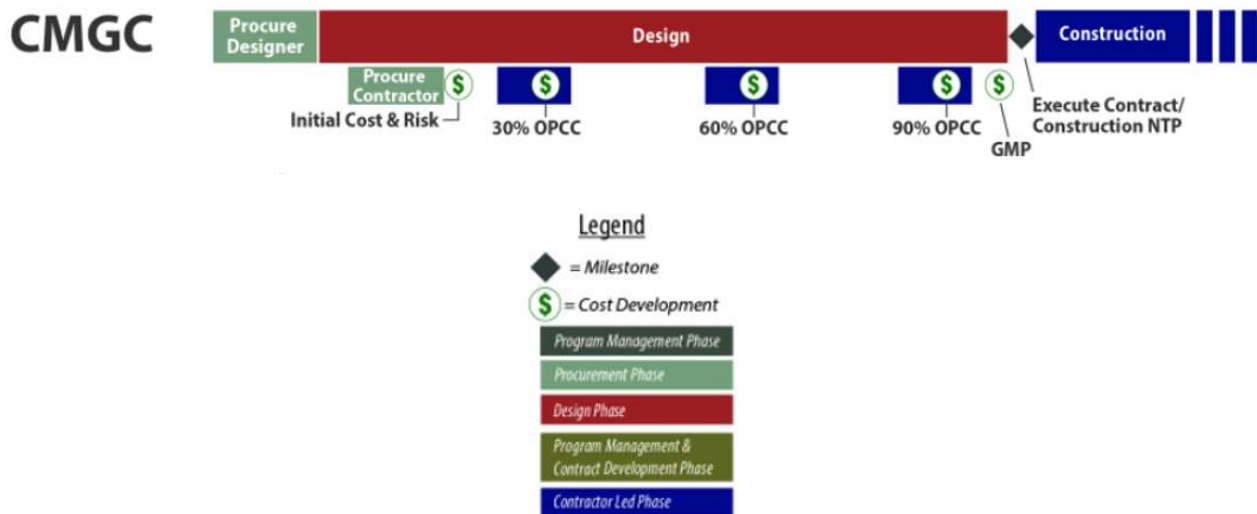
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Project Background and Goals

The City of Umatilla desires to construct an entry monument and fountain estimated at \$1.6M near the intersection of Highway 730 and US 395. The City desires to bring a CMGC on board to assist with identifying value engineering opportunities and help to mitigate these risks to lower the overall cost of the project and meet the City's budget. J-U-B, the City's Engineer, will remain involved in the design and construction phases of the project as the engineer and will assist the City with design support, development of the RFP, advertisement of the procurement, the interview, the evaluation process, publication of intent to award, and contract review. J-U-B will not be a member of the selection committee or voting member. Lane Powell, a law firm that practices construction law including alternative delivery practices in the Pacific Northwest, will develop the contract and provide legal review. The draft contract template will be included in the RFP.

The City has selected the CMGC alternative delivery contracting method to achieve its project goals and objectives. See the graphic below. The City is currently under contract with the Engineer (J-U-B) and will set up a contract agreement for the preconstruction phase services with the selected CMGC.



The CMGC will be expected to share bidding information in an open book and transparent way to help ensure the City is receiving a fair price for the work. The City will, through its Engineer, develop an Engineer's Estimate for comparison with the CMGC's estimate at each design milestone. If the City is satisfied with the performance of the CMGC, their approach, and their Guaranteed Maximum Price (GMP), the City anticipates awarding the construction contract to the CMGC.

If the City is not satisfied with the performance of the CMGC, or if their prices are not acceptable, the City reserves the right to terminate the CMGC process and readvertise the project by some other method.

The City has established the following goals for the project:

- Procure through a fair qualifications based selection (RFP and Interview) a collaborative CMGC partner with recent relevant experience.
- The CMGC will use innovative strategies to deliver the project under budget and on schedule
- Mitigate risks and maximize opportunities
- Deliver project quality and minimize long term operational and maintenance costs
- The CMGC is immediately available
- The CMGC is focused on public safety and a well-kept operation

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Project Definitions, Roles and Responsibilities

The following definitions will be used throughout this document:

Table 2-1. Definitions

Term	Definition
CMGC	Construction Manager General Contractor. The selected CMGC Respondent with which City will negotiate a contract.
CITY	City of Umatilla Oregon
CITY'S Engineer	J-U-B ENGINEERS, Inc. (J-U-B)
DBIA	Design Build Institute of America
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimate
CMGC PRIME	Principal Contractor responsible for performing preconstruction design support and construction.
PERSON	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or joint venture.
RESPONDENT	A person, corporation, partnership, sole proprietorship, or other legal entity submitting a proposal in response to this RFP.
RFC	Request for Clarification
RFP	Request for Proposal
SIGNATORY AUTHORITY	Person who holds authority to commit the CMGC Team
SOQ	Statement of Qualifications, proposal, or submittal
QBS	Qualifications Based Selection

The following roles and responsibilities are defined for this project.

Umatilla Roles and Responsibilities

- Review the submitted CMGC RFP's, conduct interviews, public notice and make final selection.
- Negotiate the CMGC contract.
- Work collaboratively with the team throughout the project to make decisions regarding scope, schedule and budget including contingency fund to support the City's project goals.
- Establish CMGC performance goals and requirements.
- Provide permitting and access to site location.
- Obtain funding for the Project and process Pay Requests in a timely manner.
- Manage Engineer and CMGC teams through project closeout.

Designer – J-U-B Roles and Responsibilities

- Prepare design concepts, risks and update and assemble design plans, specs and estimates.
- If needed, provide public involvement services.
- Prepare RFP and Interview template and support City's selection process (J-U-B serves as a non-voting member).
- Work collaboratively with the team throughout the project to make decisions regarding scope, schedule and budget including contingency funds to support the City's project goals.
- Prepare, if applicable, early release package(s) for long lead items.
- Assist the City's review of the CMGC's cost opinions.
- Provide construction observation services on behalf of the City.

CMGC Roles and Responsibilities

- Meet all applicable Oregon State laws, rules, statutes as stipulated in the RFP and interview including CMGC licensure in Oregon
- Work collaboratively with the team throughout the project to make decisions regarding scope, schedule and budget including contingency funds to support the City's project goals (i.e., project safety).

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- Provide input into design package preparation, constructability reviews, risks/opportunities and assist in developing mitigation strategies during the design phase (Step 1).
- Develop cost estimates at milestones, guaranteed maximum price and execute City's CMGC contract.
- Develop and obtain subcontracts and trade contracts in accordance with all applicable Oregon statutes and City requirements. Conduct and obtain competitive bids for all the work, materials, and equipment, conduct pre-bid meetings, site tours, and work with the City to address questions, issue addendums, and open bids
- Obtain all permits.
- CMGC will provide technical support staff who will be involved in the preconstruction and construction phases (i.e., phasing and sequencing or work).
- If the GMP is successfully negotiated, prepare construction quality management plan and construct the project.

Preliminary Risks and Opportunities

Risks

- Delivery of project within the programmed budget
- High cost and availability of construction labor and materials
- Achieving project quality and sustainability
- Accommodating the future lanes on US 395
- Maintenance of traffic on higher volume corridor
- 3rd party utilities coordination and relocation
- Shallow bedrock
- Working under overhead power and above underground power

Opportunities

- CMGC delivery method integrates innovative ideas
- Transparent Designer/CMGC design, quantity and cost reconciliation to achieve higher quality project
- Focus on risk management delivers more confidence in the delivery of Step 2 Construction Phase

Contract Terms and Conditions

A draft CMGC contract has been prepared by Lane Powell and included in the project link indicated in this RFP as the proposed contract. The City will negotiate with the CMGC for Step 1 only for Preconstruction Phase Services. If an agreement cannot be reached with the selected Respondent, the next "qualified" Respondent will be contacted for contract negotiations. No work will be undertaken without a mutually agreed upon scope of work, fee, and contract executed by the parties for Step 1.

If a GMP is accepted by the City, the City and the CMGC will negotiate and finalize Step 2 - Construction Phase Services. If the GMP is not acceptable, the City reserves the sole right to cancel the Project and readvertise the Project using a traditional design-bid-build or other approach. The City anticipates negotiating contract provisions to address the following items:

- A. CMGC to comply with the agreed upon and negotiated contract.
- B. Fiscal Responsibility: The City anticipates that the CMGC will take fiscal responsibility for their actions or lack of actions. Cost impacts from poor CMGC coordination and execution, construction quality, schedule and quantity overruns, supply chain delays, management, etc., shall be borne by the CMGC. The CMGC's GMP is "at risk" in this respect.
- C. CMGC Authority: Roles and responsibilities of the CMGC shall be clearly identified in the contract. The City will not delegate fiscal authority to the CMGC Team.
- D. CMGC Prime's self-performed work: The CMGC is strongly encouraged to self-perform a major portion of the construction work that matches its skillsets in accordance with the City's and Oregon's statutes and licensing requirements.
- E. CMGC is strongly encouraged to utilize women and minority owned business enterprises. The City Council actively supports the recruitment of new businesses and support of existing businesses. Revitalization of

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downtown is a high priority and an important aspect of a healthy city, both socially, culturally and economically. Improvements to infrastructure is vitally important and city continues to make significant investments in street, water and sewer projects. City will continue to expand its efforts to build local economic capacity and adopt new models for encouraging business development; small business and entrepreneurship support; infrastructure investments targeted toward job creation; and connecting rural products to growing consumer markets.

- F. Pricing Requirements: All CMGC pricing formats, fees and mark-ups will be open book and transparent and included as negotiated terms of the contract. The CMGC shall provide a breakout of overhead and profit to the City.
- G. The GMP for discrete Project elements shall be provided by the CMGC when the Contract Documents are 90% and 100% complete and after bids are received. As Project elements are added, the GMP amount will be amended to include the additional work.
- H. Language that requires City approval to changes in CMGC key Project personnel, with the purpose of providing as much stability and continuity as possible through the entire Project duration.
- I. Language that requires an electronic system for providing construction Project documentation.

1.1 General Conditions

This RFP does not commit the City to award a contract or to pay any costs incurred in preparing a submittal or to procure or contract for services or supplies. The City reserves the right not to select any CMGC for the services based on this RFP, to accept or reject any or all submittals, or to cancel, at its discretion, this request for qualifications at any time.

City reserves the right to utilize the RFP process for any reason whatsoever and to contract for work regardless of project size, type, or estimated fee value.

City reserves the right to award work to other firms and to select and contract for work regardless of project size, type, or estimated fee value.

Debarred or Suspended Party: City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

1.2 Non-Discrimination

City hereby notifies all firms that no person or organization shall be discriminated against based on race, religion, color, age, sex, or national origin in consideration for an award issued pursuant to this advertisement. To the extent the Respondent intends to subcontract any of the work subject to this RFP, the Respondent must include this notice in any agreements with CMGC team members. Additionally, minority, women, and disadvantaged business enterprises are encouraged to submit responses to Respondents and to this invitation.

1.3 Budget and Funding

1.3.1 Current Opinion of Probable Construction Cost

The Opinion of Probable Construction Cost for the Project is \$1.6M which includes the CMGC's Step 1 – Preconstruction Phase Services fees, construction, and contingencies. The City, the City's Engineer and the CMGC agree to work together to keep the cost of the Project within the Project budget.

1.3.2 Guaranteed Maximum Price (GMP)

The CMGC shall provide City with a Guaranteed Maximum Price (GMP) which is the final fixed price that the CMGC agrees to accept in full performance of the CMGC Agreement and is based on the final contract drawings and specifications. The CMGC's GMP shall be open book and transparent and shall include all fees, including escalation, and percentages required by this RFP,

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as well as the costs for general conditions and all work as required in the Contract Documents. The GMP shall be within 10 percent of the City's Engineer's cost estimate.

1.3.3 Multiple Bid Packages

City may elect to allow work by the CMGC to be delivered in multiple bid packages. In that case, the successful CMGC will be required to submit a GMP for each of these packages. The sum or total of all the GMPs for these packages shall be the final GMP. Except for the Step 1 - Preconstruction Phase Services fee, all other GMPs for packages shall become part of the CMGC Agreement by modification. The final GMP is normally determined at the completion of the contract documents and receipt of the CMGC bids. However, a GMP may be negotiated at an earlier point if needed by City.

1.3.4 City-Controlled Contingency

City will maintain and manage the construction Contingency throughout the course of construction. The City, City's Engineer, and CMGC will determine an approximate percentage which is expected between 6% - 7% and agreed upon between the City and the CMGC once the GMP is established. The amount of the contingency may be reduced after construction milestones are achieved, and the City may elect to incorporate additional elements to the Project using any contingency money. These additions would be incorporated via formal Change Order, in which case the CMGC shall provide construction costs and schedule impacts, if any, associated with the proposed change. This City-Controlled Contingency, if held, will be in an amount, determined by City, and inclusive in the overall Project budget, to properly account for potential increased cost due to changes in the work, made at the discretion of City, that were not anticipated by City, and are beyond the control of City and or the CMGC at the start of the Project and for possible cost escalation(s), if any. The City-Controlled Contingency is a fund allocation intended to cover, but is not limited to, the following:

- A. City-directed design or scope changes;
- B. Unforeseen site conditions.
- C. City-directed design revisions, changes or clarifications not represented in the Construction Documents used as the basis of the GMP (i.e., changes in the Documents between the 90% CD Set and Final Construction Set);

The City-Controlled Contingency fund allocation shall not be used for:

- D. CMGC construction errors or omissions

1.3.5 Project Funding and Delivery Approach

The Project is fully funded through the City.

1.4 License Requirements

Respondent shall meet Oregon State Law and have a valid public works contracting in the State of Oregon. The proposer must also be licensed by the Construction Contractors Board.

1.5 Insurance

The CMGC shall confirm in writing in its proposal response that it can provide the insurance coverage designated herein and in future Contract Provisions and pay all costs associated with the insurance coverage for Step 1 (Preconstruction) and Step 2 (Construction). Any submitted insurance policy, or certificate of insurance will name the City, J-U-B Engineers, Inc., and all of J-U-B's subconsultants, if applicable, as named insureds, where appropriate, and such insurance policy or certificates of insurance will be always kept and maintained in full force and effect during the term described in future Contract Provisions. The insurance policy or certificate of insurance must be filed with the City prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the CMGC and City, but the CMGC Team may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with City.

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- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better) to include Products – Comp/OP aggregate of \$2,000,000. Limits apply to this Project individually.
- B. Automobile Liability: \$1,000,000 per occurrence. “Any Auto” coverage is required.
- C. Workers’ Compensation and Employers Liability: Workers’ Compensation statutory limits with an employee liability of \$1,000,000.
- D. Professional Liability: \$1,000,000 per occurrence.

1.6 Bonding

The CMGC shall have the capability to obtain Payment and Performance Bonds for the full amount of the contract price for this Project. Performance and Payment Bonds will be required at the time the construction Contract is awarded. The final value of the Bonds will equal the negotiated amount of the construction Contract(s).

The surety submitting the letter certifying the Respondent’s bonding capacity must be a surety company or companies licensed by the State of Oregon and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable.

1.7 Performance of Services

The City intends that the Respondent awarded the contract will perform the Step 1 – Preconstruction Phase Services commencing upon approval of contract and terminating upon design completion and an agreed upon GMP, unless terminated sooner with written notification by City.

The City intends that the Respondent awarded the Phase 1 contract will perform the Step 2 – Construction Phase Services commencing upon an agreed upon GMP and terminating upon Project completion and acceptance. The City reserves the right to not proceed with Step 2 of the Project if the GMP is unacceptable, unfair, unreasonable, or indefensible.

Selection Process

1.8 Overview

The City will conduct the CMGC selection process in two parts. First, at the RFP, written Statement of Qualifications (SOQs) will be solicited and evaluated based on qualifications in accordance with Umatilla and Oregon Law and this RFP. A City based selection committee (the Selection Team) will rank all proper SOQs based on the evaluation criteria.

As the second part, from these rankings, finalists will be selected by the Selection Team. All firms responding to the RFP will be notified of the selection of finalists. An invitation to interview will be issued to those finalists as set forth in more detail in this RFP.

The Selection Team will be the sole judge in the determination of the qualified Respondent from the finalists. The City’s Engineer, J-U-B, will be a non-voting participant during the selection process.

The final selection will be based on the formula below:

1. Did the Respondent meet all pass/fail requirements? Yes or no?
2. Technical Statement of Qualifications, *i.e.*, the Respondent’s SOQ responses to the experience and expertise evaluation factors contained in this RFP: 70%
3. Response to the Interview in this RFP: 30%

The RFP and Interview be scored using the averaged total selection committee scores as follows in the example below:

1. Did Respondent meet all pass/fail requirements – Yes
2. Respondent SOQ average total weighted score = $3.98 \times 70\% = 2.79$.
3. Respondent Interview average total weighted score = $3.8 \times 30\% = 1.14$.

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4. Respondent's Sum total score = $2.79 + 1.14 = 3.93$

Once the final ranking is complete, the Selection Team will recommend the qualified Respondent to the City Council for approval. Upon approval, the City will notify all finalists of the selection decision and enter negotiations for a contract for the work subject to this RFP. If an agreement cannot be reached with the selected Respondent, the next "qualified" Respondent will be contacted for contract negotiations.

The City reserves the right not to select any firm for the services based on this RFP and Interview, to accept or reject any or all Proposals, or to cancel, at its discretion, this RFP at any time.

1.9 Schedule

See the schedule of key activities and dates in the **Summary of RFP** section. Note that the dates are tentative and subject to change.

1.10 Pre-Proposal Meeting

A virtual pre-proposal meeting will be held ~~January 31~~ **February 5**, 2024. The meeting will consist of an overview of the RFP and interview including goals, roles and responsibilities, project risks/opportunities, schedule, and other relevant information. See this RFP for meeting requirements.

1.11 Addenda to the RFP

Only those clarifications or interpretations of the documents that have been issued by written addenda by the City will be official. The City reserves the right to issue Addenda at any time during the period of the period of procurement. Other clarifications given during the submittal process by the City to Respondent's questions will be considered informal and unofficial. The City shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document, the Respondent must notify the point-of-contact person listed in the RFP at once.

The Respondent shall acknowledge receipt of addenda on the Submittal Forms in **Appendix A**. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

1.12 Questions from Respondents

Each Respondent is responsible for reviewing the RFP documents and any Addenda issued by the City prior to the Proposal due date, and for requesting clarifications and interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or any provision that the Respondent otherwise fails to understand. Failure of the Respondent to examine and inform places the Respondent at the sole risk, and the City will provide no relief for error or omission. Questions about the Project or RFP must be submitted in writing or via email to the point of contact by the date and time listed in the schedule. It is the responsibility of the Respondent to follow up on any questions to ensure their receipt. Answers to questions will be released to all Respondents. Questions should be submitted in writing or via email to the following point-of-contact:

Melissa Ince, CPA | Finance & Administrative Services Director

P: 541.922.3226 x104

F: 541.922.5708

E: melissa.ince@umatilla.gov

W: <http://www.umatilla-city.org/>

City of Umatilla | P.O. Box 130 | Umatilla, OR 97882

1.13 Requests for Clarification by City

The Respondent shall provide the City accurate and complete information as requested herein. Any insufficient and/or incomplete proposals will be returned directly to the Respondent by the City with notations of the insufficiencies or omissions and with a request for clarifications and/or submittal of corrected, supplemental, or missing documents. If a response is not received, the proposal may be declared non-responsive.

The City, in its sole discretion, may waive technical irregularities in the form of the proposal that do not alter the quality of the information in the proposal. The City may, in its sole discretion, request clarifications and/or supplemental information from Respondents during the proposal evaluation and interview process.

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1.14 Limitations of CMGC Selection

A recommendation by the City declaring a firm as “qualified” to perform the work referred to in this RFP is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish the services associated with this RFP or any other work suitable to a firm of its type.

Any contract awarded will be nonexclusive and if it were in the City’s best interest it may award work to other firms. Any contracts resulting from this RFP will be between the City and the Respondent and may be canceled upon written notification by the City.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

1.15 Key Employee(s)

It is expected that the CMGC and its key employee(s) upon which the Respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the Respondent. Any proposed changes in these key personnel must be made in writing. Changes in key personnel shall give City the right to re-evaluate the qualifications of the Respondent.

1.16 Proposal Preparation Costs

All costs related to the preparation of a response to the RFP are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by the Respondents during the procurement and negotiation process.

1.17 Notice to Proceed

Notice to Proceed will be issued by the City. Respondents shall be familiar with the Contract Standard Terms and Conditions that is provided as a part of this RFP. The CMGC must be willing to enter into this agreement and conform to the Standard Terms and Conditions.

1.18 Applicable City, State and Federal Regulations

The Respondent shall conform to all applicable City, State and Federal regulations.

1.19 Debarment

City, State and Federal regulations require certification by prospective participants, including the CMGC and its subcontractors and principals as to current history regarding debarment, legibility, indictments, convictions, or civil judgements.

1.20 Protest Procedures

All protests shall be in writing and must be received no later than by close of business four business days from the date the proposer was notified by the City of the selection decision and must follow all other applicable City and State requirements. Deliver all protests to Melissa Ince at the contact information above.

1.21 Rights of the City

The City may investigate the qualifications of any Respondent under consideration, may require confirmation of information furnished by a Respondent and may require additional evidence of qualifications to perform work described in the RFP. The City reserves the right, in its sole and absolute discretion, to:

- Use any ideas or information contained in a successful Proposal on this Project or with any subsequent projects, without obligation to compensate the Respondent. All ideas and information proposed as part of this procurement process will become the property of the City.
- Reject any or all Proposals.
- Issue a new RFP.
- Cancel, modify, or withdraw the entire RFP.
- Cancel the award of any contract before execution without liability.
- Issue Addenda.

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- Modify the RFP and Interview process with appropriate notification to Respondents and prior to the due date. Consider additional time if required.
- Solicit subsequent proposal revisions from Respondents.
- Appoint a Selection Team for the proposal and interview.
- Hold meetings related to this RFP
- Seek or obtain data from any source, including contacting references provided by the Respondent.
- Refuse to accept a Proposal, once submitted, or reject a Proposal if it does not meet the RFP requirements, or an organizational conflict is present, or any other reason deemed important to the City.

1.22 Confidential/Proprietary Proposal Material

Any information contained in the Respondent's Proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire Proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive.

To the extent allowed under Oregon Law, proposals submitted for consideration will be held in confidence and become the property of the City, and not be made available to other Respondents for review or comparison until after award and contract execution.

If a request is made to view a Respondent's confidential/proprietary documents, records, or information, the City will comply strictly with the Public Records Act.

The City will notify the Respondent in writing of a public records request for records provided to City from the Respondent.

The Respondent will be notified in writing if City determines that the documents, records, or information are subject to disclosure. The Respondent shall take such legal actions as it deems necessary to protect its interests.

By submitting a proposal with portions marked "Confidential" or "Proprietary or Business Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" or the like, the Respondent has thereby agreed to the provisions of this section. **If these terms are not acceptable, a Respondent should consider not replying to this Request for Proposals.**

2. RFP Phase

2.1 Submittal Guidelines and Contents

These guidelines have been developed to assist the Respondent in preparing a proposal to the City's RFP. Submitting a response to the RFP starts the selection process.

The purpose of these guidelines is to ensure consistency in format and content in the proposal prepared by the Respondents and submitted to the City.

Due to the number of firms that typically respond and the amount of time available for committee review, it is strongly recommended that the responses be clear, concise and to the point. The response should be structured to make it easy for the selection and recommendation committee to evaluate the firm's qualifications, professional capabilities, and experience.

Unnecessary and elaborate responses, beyond those sufficient to present a complete and effective response, are not desired and may be construed as an indication of a firm's lack of understanding of the Project and cost consciousness. Unless specifically requested in the RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. The response format instructions and guidelines are below in Table 2:

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Proposal Format Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Submission	Electronic copy PDF (20 MB or less) of the Proposal. If the Proposal is greater than 20 MB, other arrangements shall be made with Ms. Ince to deliver the Respondents Proposal prior to the deadline. The City may print the prior to evaluation taking place. The legal/financial documentation may be submitted in a separate PDF but must be submitted with the rest of Proposal.	Disqualification
Page Limit	The Proposal has a maximum page limit of 8 pages. A page is defined as a single-sided 8.5" x 11" or 11"x17" sheet that contains text, pictures, tables, graphs, charts, plan sheets, or any other graphics. There is a limit to two 11"x17" sheets. The page limit does not apply to the Front and Back Covers, Cover Letter, Sample Estimate, or Legal/Financial documentation, and tables if those pages do not contain supplemental information. <u>Form BC</u> Claim of Business Confidentiality does not apply to the page limit if it contains the exact same pages in the proposal that do count against the page limit and are simply presented in a redacted manner.	Additional pages will be removed
Margins	The guidelines are one inch (1") (or greater). Margins Exceptions: Respondent's Name/Logo and Page Headers/Footers may be within the margin.	Guideline
Font and Line Spacing	The guidelines for font size and spacing are 10 Pt (or greater) everywhere in the Proposal excluding drawings, graphics, matrices, tables, and schedules. Illegible drawings, graphics, matrices, tables, and schedules may cause the selection committee	Guideline

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	to downgrade a Respondent’s score.	
Cover Letter	<p>Provide a completed Cover Letter (one page only), not a part of the page limit, including a signature of the CMGC’s authorized signatory and secondary contact. No evaluation points will be assigned for the letter. Cover letter shall state “I understand the acceptance and completion criteria of this RFP. Our CMGC Team shall comply with all City, State and/or Federal contracting requirements applicable to this Project. I understand City policies, procedures and processes may change during the duration of the Project and will comply with any changes required by the City. I have fully and accurately disclosed any debarment, license issues, safety documentation, and/or investigations being performed by any government entity.”</p> <p>As authorized to sign for this CMGC team, I certify the content of this Proposal is true, accurate and all matters are fully disclosed as requested in the RFP. I understand any misinterpretations or failure to disclose matters in the Proposal is immediate grounds for disqualification and possible suspension of debarment by the City. I also acknowledge receipt of all proposal documentation.</p>	Disqualification
Section and Subsection Headings	Use headers or titles to clearly identify in the Proposal where one section or subsection is finished, and another begins.	Guideline
General	Any additional Appendices or information provided by the Respondent but not requested by the City may be removed from the Proposal and will not be reviewed by the Evaluation Team.	Additional Pages will be removed

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The Selection Team will evaluate responses to the RFP based on the criteria given below. The criteria have been structured to make it clear to the Respondents and the Selection Team where content should be included. The Respondents are encouraged to include in each subsection the content they wish to be scored in that subsection. The criteria are as follows:

Table 3 - Adjectival and qualitative assessment guidelines that will be used by the Selection Committee for their review of the Respondent’s Proposals and the interview.

Qualitative Assessment Guidelines
The Evaluation Team members will individually review and score each Proposal and interview category according to the criteria set forth in the RFP and interview instructions. Team members will evaluate each category sub-factor listed and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:
Pass/Fail The Respondent meets all pass/fail requirements. The Respondent has included all the appropriate passing requirements.
5 pts The Respondent’s qualifications are exceptional. The Respondent demonstrates significant experience and expertise and a complete understanding of the subject, qualifications, and an approach that significantly exceeds expectations and the stated requirements and objectives of this Project. The Proposal or Interview communicates an outstanding level of quality. The Proposal or Interview provides innovations that are exceptional.
4 pts The Respondent’s qualifications exceed the stated requirements. The Respondent demonstrates a strong understanding of the subject, qualifications, and an approach that exceeds expectations and the stated requirements and objectives of this Project. The Proposal or Interview communicates a high level of quality. The Proposal or Interview provides innovations that exceed the stated requirements.
3 pts The Respondent’s qualifications are adequate. The Respondent demonstrates a general understanding of the subject, qualifications, and an approach that contains some weaknesses/deficiencies regarding the stated requirements and objectives of this Project. The Proposal or Interview communicates an adequate level of quality. The Proposal or Interview provides innovations that are adequate.
2 pts The Respondent’s qualifications raise questions about the Respondent’s ability to successfully complete the work. The Respondent demonstrates a vague understanding of the Project and an approach containing significant weaknesses/deficiencies regarding the stated requirements and objectives of this Project. The Proposal or Interview communicates a below adequate level of quality. The Proposal or Interview does not discuss innovations.
0-1 pts The Respondent’s qualifications do not indicate the likelihood that the work will be completed successfully. The Respondent demonstrates insufficient understanding of the subject and an approach that fails to meet the stated requirements and objectives of this Project. The Proposal or Interview communicates a low level of quality.

Table 4 – Proposal Requirements

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1. Pass/Fail Requirements			
	P	F	
Front/Back Cover			The front and back covers will not be scored but may be prepared at the discretion of the Respondent.
Pass/Fail – Not a part of the page count			Cover Letter. See requirements stated above.
Pass/Fail – Not a part of the page count. Include in Appendix A.			Evidence of proper Oregon State operating licenses for all Contractors who will conduct business or perform associated contract and design work.
Pass/Fail – Not a part of the page count. Include in Appendix B.			Form BC (Claim of Business Confidentiality) identifying confidential information contained in the Proposal.
Pass/Fail – Not a part of the page count. Include in Appendix B.			An auditor’s letter for each Principal Participant (15% of fee or greater) indicating the Respondents are viable and not subject to bankruptcy.
Pass/Fail – Not a part of the page count. Include in Appendix B.			Each Respondent shall include a letter from a surety company indicating that the Respondent can obtain Payment and Performance Bonds for the full value of the contract price (estimated at \$1,600,000) for this Project. The surety submitting the letter must be a surety company or companies licensed by the State of Oregon and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable
2. Team			
Criteria Weighting	Rating 0-5 pts	Weighted Points Given	Team Evaluation Criteria
10% of Team Score			<p>CMGC Organizational Overview</p> <p>Introduce the CMGC organization and key personnel and describe the capabilities, technical qualifications, capacity to perform on this Project, resources and advantages the team will bring to the Project. Explain how the CMGC will function to the benefit of the Project and how the Team will interact with the City and Owner’s Representative. Provide an organizational chart which may be on an 11”x17” sheet which will be counted towards the page limitation. Any additional information provided</p>

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		<p>on this page that is not related to the CMGC's organization will not be evaluated and scored.</p>
<p>40% of Team Score</p>		<p>Key Personnel</p> <p>Provide the following information for Key Personnel:</p> <ul style="list-style-type: none"> • Name, title, years of experience (including CMGC experience) • Description of role, responsibilities, and availability for Preconstruction and/or Construction Phases • Discuss current workloads • Education, knowledge, and skills, including licenses and certifications or other qualifications and technical qualifications to perform on this Project • How does this person's qualifications apply to their role on this Project, capacity to perform, and how will the Project benefit? • Two references from past projects <p>Key Personnel</p> <p>Project Manager, Construction Manager, Lead Project Controls (Estimator/Scheduler) and two added value personnel</p>
<p>50% of Team Score</p>		<p>Table of Past Experience</p> <p>Provide a table containing similar CMGC and recent relevant construction project experience for that the Key Personnel over the last 10 years. The table should include the following for each project:</p> <ul style="list-style-type: none"> • Project name, location, alternative delivery method (CMGC or CMAR, PDB, DB, other) • Client/owner • Respondent was Prime or Subcontractor • Dates (Award of Contract, Substantial Completion and Actual Completion Date and reasons for differences) • Cost performance (initial bid, final construction cost and reasons for differences) • Names and roles of the proposed personnel that worked on the project • Brief description of project and scope • Brief description of challenges and successful methods, approaches, and innovations to overcome those challenges • The CMGC's past performance of utilizing disadvantaged/small business enterprises, consistent with Umatilla goals and Oregon Law, and the CMGC's past performance in utilization of small business entities • Demonstration that the CMGC has the capability to obtain Payment and Performance Bonds for the full amount of the

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			<p>contract price for this Project. Performance and Payment Bonds will be required at the time the construction Contract is awarded.</p> <ul style="list-style-type: none"> Provide two reference contacts with current phone numbers. At least one reference should be a project Owner.
			Total Points = 55% x Total Points Given = _____
3.Approach			
Criteria Weighting	Rating 0-5 pts	Weighted Points Given	Approach Evaluation Criteria
5% of Approach Score			<p>Overview</p> <p>Describe the Respondent’s general approach during preconstruction phase including how the CMGC will implement and execute the CMGC process.</p>
25% of Approach Score			<p>Preconstruction Phase Design Support</p> <p>Describe the Respondent’s approach during the preconstruction phase services to support value engineering, innovation and risk mitigation among other approaches to meet the City’s goals for this project through the GMP milestone.</p>
15% of Approach Score			<p>Risk Management</p> <p>Describe the Respondent’s approach to manage the risks and opportunities identified in this RFP and others not mentioned. Prepare a risk/opportunity/issue matrix identifying the relevant risks, potential impacts, and suggested mitigation strategies.</p>
15% of Approach Score			<p>Budget</p> <p>Describe the Respondent’s approach during the design development phase to ensure and demonstrate fair market pricing through the Construction Price Proposals, including the GMP, at each milestone while keep the Project within budget; this factor concerns the Respondent’s ability to manage the budget and is not aimed at any actual costs or pricing.</p>
15% of Approach Score			<p>Schedule</p> <p>Describe the Respondent’s approach to managing the preconstruction and construction schedules. Include a schedule graphic depicting the major activities, critical path and associated durations and times.</p>
25% of Approach Score			<p>Construction</p> <p>Describe the Respondent’s overall approach to constructing a safe, quality and well-kept Project while minimizing impacts to the City and other stakeholders, including relevant third parties. Provide a graphic depicting the CMGC’s last three (3) years EMR safety record. Describe the Respondent’s approach to sub-contracting, including topics such as methods and intentions for prequalifying Subcontractors, methods for soliciting cost estimates during design and bids from subcontractors, and perceived significance of Prime/subcontractor office proximity to the site. Discuss the Respondent’s strategies and approach for arranging and packaging subcontract bid packages to encourage the participation of local</p>

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			and disadvantaged firms. Elaborate on how this CMGC Team will be a benefit to the Project and the City.
			Total points = 35% x Total Points Given = _____
4. Sample Estimate			
Criteria Weighting	Rating 0-5 pts	Weighted Points Given	Sample Estimate Evaluation Criteria
100% of Sample Estimate Score			<p>Provide a sample CMGC estimate for the bid schedule items listed below indicating what the Respondent will provide the City with as a part of the cost estimating process. Also, provide the type of software that will be utilized. This sample estimate will not be evaluated for cost or pricing but, instead, is used to evaluate the Respondents approach in collaboratively working with the City’s Engineer to develop parallel estimates in an open-book and transparent way. Clearly identify and describe the contributing costs and assumptions that demonstrate transparency – including risk and profit percentages, mark-ups, schedule, etc. The values provided should be conceptual (not actual) and will not be evaluated for the actual costs or prices listed or considered “contractual”. Do not include supplemental information that will not be evaluated. Supplemental information will be removed and will not be considered. The estimate is not considered a part of the 8-page limit, does not have a maximum page limit and should be included in the Appendix B.</p> <p>Sample Estimate Items:</p> <ul style="list-style-type: none"> • Utilities relocation • Site Grading • Structural Concrete
			Total points = 10% x Total Points Given = _____
5. Summary of Evaluation Criteria for RFP			
Weighting	Points Given	Weighted Points	Summary
Pass/Fail			Legal and Financial
55%			Team
35%			Approach
10%			Sample Estimate
100%			Total Points Available (RFP)

3. Interview Phase

3.1 Evaluation Criteria

Two days after the selection of finalists, the selection committee will create a shortlist for up to three (firms) and invite those qualified firms to an interview. The selection criteria and points allocation for the Interview will be provided to the Finalists within five days of notification. Finalists will be required to submit at the interview the following documentation:

- a summary of the finalist's accident prevention program and an overview of its implementation;
- a management plan that demonstrates the finalist's ability to meet time and budget requirements of the Project; and

After the finalists' responses to the RFP are received and the interviews are completed, the Selection Team will evaluate submissions at the RFP phase based on the formula contained in this RFP, above. Once the final ranking is complete, the Selection Team will recommend the qualified Respondent to the City Council for approval. Upon approval, the City will enter negotiations for a contract with the selected Respondent. If an agreement cannot be reached with the selected Respondent, the next "qualified" Respondent will be contacted for contract negotiations.

The City reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the Respondents in the Interview. If changes are made to the criteria or weights, they will be reduced to writing and be sent to the Interview candidates prior to conducting the interviews.

Selection Team members will use the applicable evaluation criteria and weights to evaluate Interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms and present their recommendation to the City Council for selection of the qualified firm.



Appendices

Appendix A – Submittal Forms

Appendix B – Supplemental Information



Appendix A - Submittal Forms

PART 1 - ADMINISTRATIVE INFORMATION

A. FIRM:

1. Name of CMGC:

2. Physical Address:

3. Mailing Address including zip code:

4. Remit to Address including zip code:

5. Telephone number including area code:

6. Fax number including area code:

7. E-mail address for business correspondence:

8. Federal Tax Identification Number:

9. Oregon State Contractor's License:

10. Following is a listing of all engagements the Respondent has undertaken in the last five years which have resulted in:

(a) Arbitration or litigation and the disposition of the cases.

(b) Claims being filed by the Federal Government or the Oregon State Departments of Labor or the State Tax Commission.

(c) Liens filed by suppliers or subcontractor Teams. List with whom, for what, and amount.

City of Umatilla Entry Monument and Fountain Project



B. INSURANCE COMPANYS(S) (list all that are relevant):

1. Type of insurance and name of company:

2. Mailing Address including zip code:

3. Insurance Agent Name:

4. Insurance Agent Telephone number including area code:

5. Insurance Agent Fax number including area code:

6. Insurance Agent email address

7. Insurance Agent's certification that the CMGC is properly insured



PART 2 - CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM

Complete the Certifications, Assurances, and Beneficial Interest Disclosure Form. The form begins on the following page.

BENEFICIAL INTEREST DISCLOSURE STATEMENT

Respondents must disclose all personal relatives, or any relatives of the Respondent's employees or subcontractor, who are presently employed by City, or who stand to realize any financial gain or beneficial interest if a contract is awarded to the Respondent or any subcontractor of the Respondent for the work of this RFP.

The Respondent certifies below that there are no persons meeting the criteria above that have any beneficial interest in the work of this RFP. (CHECK YES OR NO BELOW).

YES NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary)

CERTIFICATION

Name of CMGC: _____

By: _____

Signature, Administrator, or Applicant Agency Date

Print name and title



Certifications, Assurances, and Beneficial Interest Disclosure Form

1. The following certifications and assurances are given as a required element of the submission to City with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the Request for Proposals for the Upgrades Project are conditions precedent to the award or continuation of the related Agreement(s) and that:

2. In preparing this response, no assistance has been rendered by any current or former employee of City whose duties relate, or did relate, to this RFP, or prospective Agreement, and who was assisting in other than his or her official, public capacity; and

3. No officer or employee of the City, having the power or duty to perform an official act or action related to this submittal, shall have, or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and

4. We understand that City can terminate the Project at any point. The CMGC shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated, and that the City would make reimbursement for satisfactory work completed; and

5. We understand that City will not reimburse the CMGC for any costs incurred in the preparation of this submittal and that this submittal becomes the property of City. We claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached submittal constitutes agreement to abide by the procedures described in the CMGC document; and

6. We understand that any Agreement awarded because of the submittal will incorporate all the RFP requirements of City, and all agreement terms and conditions appearing in the RFP. Submission of a response and execution of this Certifications and Assurances document certify the Respondent's willingness to comply with these or substantially similar terms if selected as a CMGC. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in this RFP; and

7. In submitting this submittal we have read and understand the RFP documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

8. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12449, Title 31 U.S. Code 6101 Note, Executive Order 12689, Title 48 Code of Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this firm will not contract with a City of Umatilla Entry Monument and Fountain Project



subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

9. The Respondent agrees to comply with City requirements to follow cost principles outlined in the federal Office of Budget and Management (OMB) Circular A-87 (State, Local, or Indian Tribal Governments) for financial disbursements under its Grant Agreement; and

10. The Respondent agrees to comply with audit requirements outlined in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."; and

11. In submitting this response as outlined in the specifications, I hereby certify that we have not been debarred, suspended or in any way are excluded from procurement actions by any State or Local governmental agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract; and

12. In addition to the foregoing certifications and assurances I certify that to the best of the Respondent's knowledge and belief the information contained in this submittal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by City.

CERTIFICATION

Name of CMGC Party: _____

By: Signature, Administrator, or Applicant Agency Date

Print name and title



Appendix B - Supplemental Information