



**REQUEST FOR PROPOSALS #2019-17  
QUALIFICATION BASED SELECTION FOR  
DESIGN RELATED SERVICES**

**FOR THE**

**Roadway Design Plans for D-Street**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt  
County Administrator**

**George Marlton  
Procurement Division Director**

**Ryan Rice  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: April 4, 2019**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued..... March 14, 2019

Protest of Specifications Deadline.....March 21, 2019, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....March 28, 2019, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time..... April 4, 2019, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

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## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that the Clackamas County Development Agency (“Agency”), through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, April 4, 2019** (“Closing”), to provide Roadway Design Plans for D-Street. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in June, 2019 with construction set to commence in the summer of 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2019-17-19.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda from Website listed above. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

### Contact Information

Procurement Process and Technical Questions: Ryan Rice, 503-742-5446, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the ORPIN for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

In order to meet objectives in the North Clackamas Revitalization Area Plan, the Clackamas County Development Agency (“Agency”) is seeking the services of a qualified consultant to prepare roadway design plans for two new streets that will facilitate redevelopment of property located near the Fuller Road Station Park and Ride. Improvements will be consistent with X-CRC-10, Option 1 of the Clackamas County Comprehensive Plan, which includes a two lane road section, on-street parallel parking, sidewalks, landscaping, and street lighting. New storm water facilities will need to be incorporated to treat and detain the new street runoff as well as some existing storm water from Con Battin Road and Fuller Road.

The successful Proposer is expected to work closely with Agency and County project managers and satisfy all Clackamas County standards.

The Proposal shall specifically stipulate that all terms and conditions contained in this Request for Proposals (RFP) are accepted by the successful Proposer. It is understood that all Proposals will become part of the public file on this matter, without obligation to the Agency or Clackamas County. The Agency and County reserve the right to reject any or all Proposals.

The successful Proposer will enter into a professional services contract with the Clackamas County Development Agency.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2. SCOPE OF WORK**

There is a new development that will begin construction in the summer of 2020 on the southern portion of the Fuller Road Station Area Park and Ride. The Development Agency also owns property between the park and ride and Otty Road. These properties and the proposed improvements are within the North Clackamas Revitalization Urban Renewal Area.

The project is between Fuller Road to the west, Otty Road to the south, I-205 and the light rail line to the east and the light rail station to the north. In order to facilitate planned development of the area, the necessary infrastructure needs to be constructed. Section 1005, Map 1 of the Clackamas County Zoning and Development Ordinance provides guidance on the type and location of new streets that are needed in order to accommodate new development in the area.

The proposed improvements include a new east-west street approximately 600 feet in length from Fuller Road to the light rail line and a north-south street approximately 350 in length from Otty Road to the new east-west street. Improvements for both streets will be consistent with X-CRC-10, Option 1 of the Clackamas County Comprehensive Plan, which includes a two lane road section, on-street parallel parking, sidewalks, landscaping, and street lighting. New storm water facilities will also need to be incorporated to treat and detain the new street runoff as well as some existing storm water from Con Battin Road and Fuller Road. The existing system to be redirected is necessary because the detention facility currently located on the park and ride property currently takes this runoff and will be eliminated.

The scope of services to be provided by the Consultant includes complete preliminary and final design, project management, public involvement, traffic engineering, geotechnical evaluation, utility coordination, bid assistance and right of way appraisal, acquisition and relocation services.

The successful Proposer is required to prepare a detailed schedule of all the tasks and design elements listed in this RFP. Throughout the duration of the professional services contract, the consultant will be required to update the schedule monthly using Microsoft Project. If the Agency determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Consultant, the Agency shall prepare a detailed written description of any deficiencies and an associated time frame for correction, and deliver such notice to the Consultant. The Consultant will correct any deficiencies at no cost to the Agency. If the corrective work causes any project delays, the Consultant will submit a plan for regaining the project schedule for remaining work under the contract, unless otherwise allowed by the Agency. If the Agency determines the contract schedule must be modified, a contract amendment will be initiated.

A detailed scope of work shall be included in the proposal to address the following tasks:

**TASK 1: Project Management and Coordination**

As part of the overall management of the project, the Consultant will:

- A. Designate and coordinate the consultant project team.
- B. Schedule, prepare for, attend and document project team meetings. These meetings will be held as needed and will include the Consultant, Agency and County staff and other project stakeholders. A project kickoff meeting will be held at the County's office at 150 Beaver Creek Road in Oregon City.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones. The schedule must reflect the required milestone dates as shown in Section 3.5 of this RFQ.
- D. Prepare detailed monthly progress reports and progress billings and submit to the Agency for approval and payment.
- E. Monitor and manage the project budget.

**Consultant Deliverables:** Meeting minutes delineating identified design requirements; written identification of specific utility contact persons; engineering schedule; monthly engineering schedule updates.

**TASK 2: Public Involvement**

The Consultant will assist the Agency's community relations specialist with preparation of documents to be distributed or made available to the general public.

Tasks related to public involvement include:

- A. Coordinating with the Agency's community relations specialist, Agency and County staff.
- B. Preparing two flyers to be mailed to area businesses and residents. The Agency will develop the mailing list and mail the flyers.
- C. Providing project related information as necessary for inclusion on the County's website and other social media platforms.

**Consultant Deliverables:** Two flyers

**TASK 3: Finalize Design Criteria**

The Consultant will gather field information and finalize design and construction specification requirements and conduct a comprehensive investigation of all background data that may influence the project.

The County will obtain preliminary title reports and current vesting deeds as needed for properties within the project boundaries. Copies of these documents will be provided to the Consultant.

The Consultant will:

- A. Coordinate with the County and other necessary entities to develop design criteria for roadway section, storm drainage facilities, bike and pedestrian facilities, sidewalks, signing, striping, lighting, retaining walls, and other project components.
- B. Research existing utilities and obtain as-built drawings. Coordinate with utilities services such as gas, electrical, telephone, water, etc. to determine potential utility conflicts, relocation or extension requirements.
- C. Meet with Clackamas County Department of Transportation and Development to identify any additional design requirements.

**Consultant Deliverables:** Meeting minutes delineating identified design requirements; written identification of specific utility contact persons; existing easement inventory; copies of affected property deeds; photo log.

**TASK 4: Field Surveying and Mapping**

The Consultant will develop existing conditions plans to include topography and locations of property lines, right-of-way, utilities, easements and structures. This will be used as the base map for design of the roadway, utility relocation, and storm drainage.

Specific tasks related to field surveying and mapping include:

- A. Research and obtain current vesting deeds for affected properties.
- B. Field locate and map existing utilities within the project limits. Obtain as-built drawings from utility providers.
- C. Identify any existing easements within the project limits including those for utilities, access, sidewalks, or slope.
- D. Establish horizontal and vertical control points.
- E. Topographic survey and base maps sufficient for final design of the project.
- F. File a pre-construction record of survey with the County Surveyor as required by ORS 209.155.
- G. Provide exhibits as needed for permanent and temporary construction easements

**Consultant Deliverables:** Topographic survey; base maps showing all existing conditions; pre-construction record of survey; right of way exhibits.

**TASK 5: Environmental Reconnaissance and Permitting**

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels.

The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

- A. Meet with the County and applicable environmental agencies to identify design and permitting requirements with respect to environmental regulations.
- B. Perform a natural resources reconnaissance and write a memo documenting existing conditions. For scoping, it is assumed that no wetland impacts are associated with the project
- C. Perform a Level One Hazardous Materials Corridor Assessment and provide draft and final memorandums.
- D. Depending on the findings of the Level One Assessment, a Level Two Assessment may be required. This will be included as a contingency task.

**Consultant Deliverables:** Meeting summaries; natural resources memo; Level One Hazardous Materials Corridor Assessment; Level Two Hazardous Materials Corridor Assessment (contingency task).

**TASK 6: Preliminary Engineering**

The Consultant will:

- A. Perform preliminary storm drainage analysis that includes detention and water quality of runoff from the new roadways and redirection of existing storm lines in Con Battin Road and Fuller Road that are currently utilizing a detention system on the park and ride property. Consultant will coordinate with Clackamas County Service District No. 1 on the proposed design. This task will include preliminary and final drainage reports.
- B. Conduct a geotechnical evaluation as needed for pavement design and stormwater infiltration.
- C. Coordinate with the County to determine roadway geometrics, alignments, profiles, and cross-sections meeting AASHTO and County standards. Provide up to two alternative roadway horizontal and vertical profile designs (4 total) to the County in strip maps with preliminary cross-sections and profiles.
- D. Provide preliminary cost estimates for proposed alternatives.

**Consultant Deliverables:** Design base map; pavement design report; geotechnical report; storm water analysis hydraulic reports; preliminary cost estimates; street layouts for two alternatives; strip maps with preliminary cross sections and profiles.

**Task 7: Right-of-Way Research, Descriptions, Appraisals, and Acquisitions**

The Consultant will provide appraisals, negotiations, acquisition and relocation services. It is anticipated that two acquisition files and one relocation will be required for this project. The Consultant will:

- A. Identify if proposed road improvements require partial or full acquisitions of fee parcels or acquisition of rights-of-way and/or easements only.
- B. Develop right-of-way and/or easement cost estimates that shall not be broken down or identified by individual properties, but only by total cost for consideration of alternatives.
- C. Prepare a separate Right-of-Way Impact Map for each parcel under easement acquisition, identifying impacts to landscape vegetation and/or other improvements within permanent and temporary easement areas.
- D. Prepare legal descriptions (Exhibits A) and exhibit maps (Exhibits B) for permanent and temporary easements to be acquired.
- E. Produce real estate appraisals in accordance with the ODOT Right-of-Way Manual and the URA for each parcel identified for which a property interest is to be acquired. Provide the County with two copies of each real estate appraisal. The successful

proposer should be aware that all appraisals shall undergo an independent appraisal review and that the successful proposer will need to take corrective actions necessary to provide the Agency with recommendations for establishment of just compensation.

- F. Conduct relocation interviews and develop relocation studies for fee and/or personal property acquisitions for Agency review. Provide all necessary relocation assistance in support of either Agency-conducted right of way negotiations or Consultant conducted right of way negotiations.
- G. Conduct Right of Way negotiations and acquisitions in conformance with current state and federal regulations and the Federal Uniform Relocation Act (URA). Under no circumstances shall the successful proposer take coercive action to induce an agreement on the price to be paid to the property owner. If negotiations do not result in an agreement, the Consultant is to submit a “recommendation for condemnation” packet to the Agency for further action. Develop a Right-of-Way Status Report and update and submit such to the Agency on a bi-weekly basis.

**Consultant Deliverables:** Right-of-way cost estimates; right-of-way base map; right-of-way impact maps; legal descriptions and exhibit maps; appraisals; relocation studies; negotiated files; and right-of-way status reports.

**TASK 8: Final Design Plans, Specifications and Estimates**

The Consultant will advance the recommended alternative from the TS&L stage (30% design) to the 100% complete stage. Consultant shall complete the following:

- A. Conduct strategy work sessions both in person and on the telephone to keep the project team informed about issues, decisions, and impacts.
- B. Conduct 60% and 90% design work sessions with County staff.
- C. Complete engineering drawings for submittal to the Agency at 60%, 90%, and 100% milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities. All plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through a FTP site or on a CD.
- D. Provide relevant plan drawings that include at a minimum title, typical sections, erosion control plans, retaining wall design, storm water plans, illumination plans, landscaping plans, construction staging, temporary protection and direction of traffic, signing and pavement marking, right-of-way design plan, planting plans, standard details, and other required drawings for submittal to Agency for review.
- E. Calculate quantities and develop an engineer’s construction cost estimate and construction schedule for submittal at each plan development milestone (60%, 90%, 100%).
- F. Prepare relevant sections of specifications based on the 2018 Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements.
- G. Revise and submit final Special Provisions based on comments received during Agency reviews.
- H. Provide word processing of the final Special Provisions.
- I. Make corrections as required by Agency and submit final plans to Agency (both documents and electronic copies).
- J. Provide bidding assistance, including responding to questions from potential construction contractors and suppliers to the Agency about the Plans and Specifications during the bidding process, and completion of any addendums necessary to clarify the documents.

- K.** Coordinate with utilities for any required relocations. Send preliminary and final plans to each affected utility, along with notification letters. Include utility relocation status and schedule with monthly progress report and schedule update.

**Consultant Deliverables:** 60%, 90%, and 100% Engineering Drawings (11”X17”), 90% and 100% Specifications and Bid Schedule, documentation of 60% and 90% review comments, Engineer’s Estimate, final technical reports, changes to documents for Addenda (up to two), if any.

It is assumed for the purpose of developing this proposal that a pre-bid meeting will not be conducted.

An allowance for two bid addenda is to be provided for.

**NOTE:** Construction management services are not included as part of this RFP and will not be included in the consultant contract for this project. The Agency may, at its discretion, decide to hire the successful proposer for these services under a separate, future contract.

**3.3. Work Schedule:**

The Agency has prepared the following anticipated schedule for this project:

<u>Item</u>	<u>Date</u>
Notice to Proceed for Consultant (Estimated)	June 1, 2019
Submit Final TS&L Report	September 2019
Submit Final ROW Exhibit Maps and Descriptions	December 2019
Solicit Construction Bids	June 2020
Begin Construction	August 2020

**3.4. Term of Contract:**

The term of the contract shall be from the effective date through **December 31, 2020.**

**3.5. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

(unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Project Team	0-35
Project Understanding and Approach	0-40
Communication and Availability	0-20
<u>Supportive Information</u>	<u>0-05</u>
	<b>100 points</b>

**4.3** Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases



## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### **Provide the following information in the order in which it appears below:**

Maximum Number of Pages: **18**

### 5.2 Cover Letter (1 page):

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

### 5.3 Project Team (not to exceed 4 pages):

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Description of the firm.
- Proposer's experience with similar projects.
- Previous experience of key staff working together as a team
- Comprehensive expertise to cover all phases of the project.
- Experience with affected local, state, and federal agencies.
- Team or individual experience within or near the project vicinity.
- Similar work within the past three years that best characterize work quality and cost control (references will be submitted for County contact).
- Description of what distinguishes the firm from other firms performing similar services.

### 5.4 Project Understanding and Approach (not to exceed 5 pages):

This criterion relates to the Proposer's understanding of the project and the methodology and course of action used to meet the goals and objectives of the project. The issue is whether the Proposer has a clear and concise understanding of the project based on existing information. Elements to be considered include the following:

- Proposer's understanding of the project as demonstrated in the RFP.
- Proposer's awareness of key issues.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.

- At least one page (11” X 17” allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis.

**5.5 Communication and Availability (not to exceed 2 pages):**

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Elements to be considered include the following:

- Ongoing projects for key staff and percent contracting availability for assignment to this project.
- Resources available to perform the work for the duration of the project.
- Ability to include Clackamas County’s concerns into project development.
- Accessibility for interaction with the County for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

**5.7 Supportive Information (not to exceed 6 pages):**

Supportive material may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

**5.8 Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2019-17 Roadway Design Plans for D-Street**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_