



REQUEST FOR PROPOSALS #2018-117

FOR

Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Ryan Rice
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: December 11, 2018

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.....	November 8, 2018
Protest of Specifications Deadline.....	November 15, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	December 4, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 11, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January, 2019

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, December 11, 2018** (“Closing”), to provide the Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us, 503-742-5446.

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 Bids and Contract Information page at <http://www.clackamas.us/bids/> 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

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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

Clackamas County is seeking Proposals from vendors to provide a feasibility study for the Oak Grove – Lake Oswego Pedestrian/Bicycle Bridge.

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 BACKGROUND

The idea of a pedestrian and bicycle bridge over the Willamette River connecting Oak Grove/Milwaukie with Lake Oswego has been discussed for many years. A study of such a connection was started by Metro in 2009, with the concept being a pedestrian/bicycle accommodation built on the side of the existing railroad bridge. When consulted, the railroad stated that they would not agree to such a plan, effectively ending pursuit of that approach. Despite that setback there has continued to be a high level of support for a proposed pedestrian/bike bridge. In the 2013 Clackamas County Transportation System Plan Update included a proposed pedestrian/bike connection project across the Willamette River and that project received a high level of support.

Although such a bridge has received public support over the years, there have also been concerns raised about the feasibility of such a bridge. In the Oak Grove – Lake Oswego area properties on both sides of the river are almost all developed, and very few locations exist where a bridge could be developed without right-of-way impacts on private property. Since the proposed bridge is a pedestrian and bike facility, it would need to meet ADA requirements and could not have a slope exceeding 5%. Further, the Willamette River is a navigable stream and a new bridge would need to provide sufficient vertical and horizontal clearance that it would allow passage of vessels. The combination of slope and required vertical clearance could result in the need for bridge that is longer than the minimum span necessary to cross the river. In addition, environmental issues and permitting will be important determinants of the feasibility of this project. Topography, the configuration of the road network and narrow existing rights-of-way will all make it difficult to find good pedestrian and bicycle connections between the bridge and the surrounding pedestrian/bike system. Finally, determining how the bridge will be funded, and how local, regional and state partners will contribute to the construction and long term maintenance of the bridge is also a difficult issue.

The intent of this project is conduct an engineering study with a strong public involvement component to analyze the feasibility of new pedestrian and bicycle bridge across the Willamette River in the Oak Grove–Lake Oswego area. This study is also intended to lay the ground work for the actual project development studies that would be required if the project is determined to be feasible and a group of local and regional partners can be identified for the project. The County recognizes that the success of the project could be dependent on the ability to move the project rapidly through project development phases and complete construction. To accomplish a rapid project development process, the County has determined that conducting a procurement process for each succeeding step in project development wastes time in procurement and contract negotiations. Therefore, if possible, the County would like this procurement to meet the needs of all phases of the project.

To achieve that end, this proposal has been structured in phases. Phase 1 is the feasibility study which has been fully funded and the tasks and work products are described in detail below. Subsequent contingent

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phases are included to allow the project to continue forward all the way to project completion and close-out. At the end of each project phase, the County will determine if the project can move to the next phase. Determining if the project can move into the next phase will be assessed based on the following:

1. Feasibility – The County and other participating local governments agree that the project is feasible, and
2. Funding – Sufficient funding is available to proceed into the next phase, and
3. Successful Completion of the Previous Phase – The County and participating governments are satisfied with the products that have been prepared in previous phases.

If the County and participating governments determine that all the contingent conditions have been met, the consultant team will be requested to prepare a proposed scope of work and fee schedule that will be used to modify the existing contract and proceed into the next step. If it is determined that the contingent conditions have not been met, the County and participating governments can stop the project, or undertake a procurement to secure the services of a consultant team.

The County is seeking the services of a qualified Consultant to prepare specific data, analysis and products as well as conduct public involvement. Under the direction of County staff the Consultants will be responsible for activities, tasks and products as described below. The Intergovernmental Agreement (IGA) between Metro and Clackamas County provides that the project will be complete by September 30, 2021. The County anticipates that the Oak Grove – Lake Oswego Pedestrian Bicycle Bridge Feasibility Study to take about 12 months to complete and has used that schedule in preparing the Scope of Work. However, it is hoped that sufficient analysis will be complete for this study by June 2019 to determine if the proposed bridge is feasible.

Proposers should note that per the Intergovernmental Agreement between Metro and Clackamas County for this project, payment will only be approved by Metro upon delivery and acceptance of products identified in this scope of work. Progress reports and completed products will be submitted quarterly so proposers should plan their schedule to allow products to be completed, accepted by the County and included in quarterly progress reports that will be submitted at the end of each quarter beginning with March 31, 2019. In the scope below, the product due dates have been selected to fall at the end of quarters within the anticipated 12 month schedule for the project.

3.3. SCOPE OF WORK

3.3.1. Phase 1 Scope of Work – Feasibility Study

Task and Deliverables	Product Due Date:
Task 1: Project Management The consultant will designate a Consultant Project Manager who will be responsible for overseeing project tasks and development of project products, keeping the project on-track with the established schedules and budgets, and maintaining close communication with the County Project Manager. At the outset of the project, the Consultant Project Manager will prepare and submit a project plan. The plan will include a detailed schedule for all Tasks, including projected delivery dates for all products, as well as anticipated dates for public involvement activities and meeting of all related committees (PMT, PAC and TAC). Throughout the course of the project, the designated Consultant Project Manager will be responsible for monthly	January 2019 – September 2021 (if necessary)

submittal of progress reports, invoices and all related supporting data for the lead consultant and all subs. The County Project Manager, with the help of the Project Management Team (“PMT”), will manage and coordinate the project. The PMT will consist of the County Project Manager, lead County technical staff, the Consultant Project Manager, other consulting staff (as necessary), County community relations staff and others identified as necessary. In addition to PMT meetings, the County Project Manager and Consultant Project Manager will schedule meetings or conference calls as necessary to ensure efficient production of project deliverables.

Task 1 Deliverables:

- 1a **Project Management Team Meetings and Quarterly Progress Reports**
 – Project Management Team meetings will be scheduled near the end of each quarter to discuss progress, review products, review progress and approve products for payment. Consultant will work with the County Project Manager to schedule the PMT meetings, prepare and distribute materials and prepare the meeting minutes.

Quarterly,
beginning March
2019

Task 2: Intergovernmental Coordination

The feasibility study will involve extensive coordination between local, regional, state and federal government partners. Intergovernmental coordination for this project will have two primary purposes: 1) Helping the diverse stakeholders leading this study to reach agreement on the critical issues that will be involved, and 2) Successful development of the Organizational Plan for Bridge Development, Construction, Operations and Maintenance that is described below. Intergovernmental coordination will take place through a Policy Committee (PC) and project Technical Advisory Committee (TAC). The PC will be composed of elected officials from key partners to meet and make decisions on the project direction. The TAC will provide input on the study approach, and also develop an organizational plan for the development, construction, operations and maintenance of the proposed bridge by an intergovernmental group formed specifically for that purpose.

**January –
December 2019**

Task 2 Deliverables:

- 2a **Policy Committee (PC)** – Clackamas County will form a Policy Committee to be composed of one elected official each from Clackamas County, Lake Oswego, Milwaukie and Metro. The PC will meet three times at key points in the study process to determine the direction of the study and project. The meetings of the PC will be treated as public meetings subject to the Open Meetings Act. The consultant will be responsible for preparation and posting of announcements and agendas for meetings, meeting materials, meeting logistics and minutes.
- 2b **Technical Advisory Committee (TAC)** – Clackamas County will establish a TAC including representatives from Clackamas County, North Clackamas Parks and Recreation District, City of Milwaukie, City of Lake Oswego, Metro, Oregon Department of Natural Resources, Oregon Department of Environmental Quality, U.S. Army Corp of Engineers, and U.S. Coast Guard. TAC will meet no less than every three months to review project status and products, and provide input on the project. The meetings of the TAC will be treated as public meetings subject to the Open Meetings Act. The consultant will be responsible for preparation and posting of

January –
December 2019

January –
December 2019

2c	<p>announcements and agendas for TAC meetings, meeting materials, meeting logistics and minutes.</p> <p>Organizational Plan for Bridge Development, Construction, Operations and Maintenance – Working with the TAC, the consultant will develop a plan for the development, construction, operations and maintenance of the bridge by a group of governmental stakeholders. The plan will identify roles and responsibilities for each stage of the bridge lifecycle including bridge development/permitting, bridge construction, and on-going operations and maintenance.</p>	June 2019
<p>Task 3: Analysis of Alternative Locations for Bridge</p> <p>The consultant will analyze alternative locations to identify those that are feasible for proposed bridge. The determining factor for feasibility will be availability on both sides of the Willamette River of publically-held land that can be used for bridge landing sites. A preliminary review by the County of publically held lands have shown a very limited set of possible locations (see attached OGLO Bridge Study Area map). If multiple sites are identified the sites will be scored using criteria such as availability of right-of-way, connections to the existing and planned bike and pedestrian network, suitability for emergency response use, cost and other issues.</p>		January – December 2019
Task 3 Deliverables:		
3a	Location Criteria Memo – The consultant will identify ranking criteria, in priority order, to be used to rank available publically-owned sites.	January 2019
3b	Property Inventory Technical Report – The consultant will identify public agency held properties adjacent to the Willamette River of sufficient size and configuration to serve as bridge landing locations between the north limits of Lake Oswego and Concord Street extended in Oak Grove.	January 2019
3c	Assessment of Bridge Locations Report – The consultant will assess all proposed bridge locations and select the three best pairs of bridge landing points based on the Location Criteria. It is possible that the same locations could be considered for multiple bridge concepts providing different benefits.	February 2019
3d	Engineering Design Criteria Memo – The consultants will identify the limiting factors that will control the design of the bridge concepts with a particular focus on connections the pedestrian and bicycle transportation network, neighborhood impacts, and suitability of the bridge concepts for emergency response.	March 2019
3e	Bridge Concepts Report – The consultants will prepare plan/elevation line drawings of deck concepts showing all identified limiting factors including span, alignment, height above mean high water, and slope	April 2019
3f	Bridge Type Concepts – The consultant will prepare bridge type concepts with preliminary sketches for each of up to four bridge locations.	June 2019
3g	Alternative Bridge Locations Report – The final report for Task #3 incorporating the findings from deliverables 3a to 3g which will be incorporated into the final project report.	September 2019

Task 4: Scoping for National Environmental Policy Act (“NEPA”) and Permitting The consultant will work with units of local, regional, state, and federal government with responsibility for environmental approvals and permitting to conduct a scoping process for the proposed bridge to identify special studies, data collection and analysis that will be necessary to secure environmental approvals and required permits.		January – December 2019
Task 4 Deliverables:		
4a	Identify Agencies and Environmental Checklist – The consultant will identify all local, regional, state and federal agencies with responsibility for environmental approvals and permitting. The consultant will prepare an environmental checklist for the proposed project.	December 2019
4b	Scoping Workshop – The consultant will conduct a half day workshop with the federal, state, regional and local stakeholders to identify required studies, and scope to meet NEPA assessment and permitting needs. The consultant team will be responsible for all logistical arrangements for the workshop as well as workshop facilitation and documentation of workshop discussion and recommendations.	March 2019
4c	NEPA and Permitting Scoping Report – The consultant will prepare the draft NEPA and permitting scoping report and circulate to stakeholders for review and comment. After review the consultant will incorporate comments and prepare final NEPA and Permitting Scoping Report for inclusion in the final report.	June 2019
Task 5: Planning Cost Estimates and Funding The consultant will prepare planning-level cost estimates and funding plans for up to four bridge alternatives including costs for project development, operations and maintenance.		June – December 2019
Task 5 Deliverables		
5a	Project Development Costs Memo – The consultant will prepare planning-level cost estimates for each bridge location/type including estimated costs for preliminary engineering, right-of-way (if any), utilities, final PS&E, construction engineering, and full construction costs.	September 2019
5b	Operations and Maintenance Costs Memo – The consultant will estimate planning-level operations and maintenance costs for each bridge location/type for first 20 years, including annual maintenance and estimated costs for less frequent replacement or repair of critical components.	September 2019
5c	Funding Plan – The consultant will prepare a planning level funding plan for each bridge location/type that identifies sources for all project development/construction funding, and also for on-going operations/maintenance.	December 2019
5d	Planning Cost Estimates and Funding Plan Report – The consultant will prepare a report on deliverables 5a to 5c to be incorporated into the final report.	December 2019

Task 6: Public Involvement The consultant, working with the County Project Manager and County Community Outreach Specialist will conduct public involvement activities including advisory committee meetings, provide information and seek feedback through public presentations as well as online, and secure input online, through public meetings, and other public engagement activities. The consultant will be responsible for the logistics for all public involvement including maintenance of the project website, preparation of materials, documentation and analysis of input, as well as facilitation of the public involvement activities as necessary.		December 2018 – December 2019
Task 6 Deliverables:		
6a	Community Advisory Committee (CAC) – Clackamas County will form a CAC to be composed of appointed representatives from each of the following: local governments, community, environmental and business groups from the project area. The CAC will meet at least once every three months. All meetings will be treated as public meetings under Oregon Law. CAC members will be responsible to review and provide input on project studies and materials, and also to brief their organizations. The consultant will be responsible for all meeting logistics and organization including required posting of meeting announcements and agendas, preparation and distribution of materials, facilitation of meetings and preparation of meeting minutes.	Quarterly, February – December 2019
6b	Environmental Justice/Equitable Development Analysis – Clackamas County would like to secure involvement from historically marginalized communities in this feasibility study. In addition, minimizing displacement is an important considerations for this project. The consultant will analyze data sets to identify historically marginalized communities and households at risk of displacement. This data will be used during this feasibility study to focus outreach to historically marginalized communities and in later stages to help focus efforts to minimize displacement or other issues/concerns identified by historically marginalized communities through focused outreach efforts conducted as part of the project. Administrative records will be analyzed to identify residential/commercial properties most likely to be subject to rapid re-sale and price escalation.	March 2019
6c	Project Website – Provide and maintain a project website with information on the project and schedule, access to project materials, and a portal for questions or comments on the project. The website should be refreshed with updated project materials, news, public notices, newsletters and other project related items at least once a week. In addition, new comments on the website and social media should be downloaded and analyzed at least once every two weeks, with the analysis provided to the County and also posted on the project website.	January – December 2019
6d	Newsletter – On a quarterly basis – or more frequently if needed – the consultant shall prepare and distribute an electronic newsletter and/or paper newsletter highlighting project activities and studies, upcoming meetings, and project schedule. The newsletter should be distributed via email to the list of interested parties, via the project website to others and, as needed in hard copy to those who do not have access to the electronic forms. Translation of the newsletter will be provided based on the needs identified in the environmental justice/analysis of historically marginalized populations, or as requested.	January – December 2019

6e	Public Meetings – Three public meetings will be conducted in the course of the project at key decision points. Demographic data will be collected and analyzed to determine how effectively traditional public meetings serve the community. The consultant will be responsible for all aspects of the public meetings including meeting logistics, production of materials, announcements and notices, staffing/facilitating the public meetings, and preparing summaries of comments received. Public meeting materials and comment summaries will be posted on the project website within two weeks of the meeting date.	January – December 2019
6f	Webinar Public Meetings – The Department has become concerned that traditional public meeting approaches limit participation to small segments of the population who have the time to come to a public meeting on a mid-week evening. As part of this project, the Department will test webinar and/or online public meetings. The Department can produce such webinar public meetings inexpensively using existing Clackamas County facilities. The intent is for these meetings to be conducted similar to typical webinars with a presentation and moderated questions and answers. Participants should be able to provide input during the webinar and also through online comment forms. The webinar public meetings will be recorded and available for later viewing. Demographic data will be collected and analyzed for the webinar meeting to determine if the webinar reaches a broader audience than traditional public meetings. The consultant role will be to announce the meeting through the project website, social media, email and the newsletter, prepare or adapt existing materials for use in the webinar format, make presentations, moderate the public Q & A and comment process, post the webinar and related materials online.	January – December 2019
6g	Public Involvement Report – The consultant will prepare a summary and analysis of the public involvement process for the project including summaries of public comments and input received at all public meetings, through the project website and through other public engagement methods, as well as copies of all outreach materials.	December 2020
Task 7: Final Report The consultant will prepare a final report entitled the <u>Oak Grove – Lake Oswego Pedestrian and Bicycle Bridge Across the Willamette River Feasibility Study</u> . The final report will incorporate the reports prepared for Tasks 2 to 6 as amended through the course of the study, as well as an Executive Summary and graphics, photos, slides, etc., as appropriate, to share findings with the public and partner agencies.		October 2019 – December 2019
Task #7 Deliverable: Final Report		

Tasks to be Included in Contingent Phases 2 to 6

As described above, Phases 2 to 6 of the project will be contingent on the following:

1. Feasibility – The County and other participating local governments agree that the project is feasible; and
2. Funding – Sufficient funding is available to proceed into the next phase; and
3. Successful Completion of the Previous Phase – The County and participating governments are satisfied with the products that have been prepared in previous phases.

If the County and participating governments determine that those contingencies have been met, the consultant team will be asked to provide a Scope of Work and Fee Schedule for the following phase. If agreement is reached, the agreement with the consultant team will be amended to incorporate the additional tasks, products and fee schedule. The following describes in general terms the tasks that are anticipated to be included in each of the contingent phases:

<p>Contingent Phase 2 – TS & L, 30% Design, Environmental</p> <p>This contingent phase will require the development of all products to complete a Type, Size and Location study and reach 30% design. This will include but is not limited to all data collection, studies and design products that are typical for a TS & L study to reach 30% design, and includes environmental assessment, data collection and detailed analysis as necessary to secure required permits and approvals.</p>
<p>Contingent Phase 3 – 60% Design, Completion of Environmental, Specialized Design Studies</p> <p>Following successful completion of Contingent Phase 2, this phase will advance project development to 60%. All environmental studies, approvals and permits will be completed. Specialized design studies including, but not limited to right-of-way, utilities, hydraulic, stormwater and scour will be completed.</p>
<p>Contingent Phase 4 – 100% Design, Completion of Plans, Specifications and Engineers Estimate</p> <p>Following successful completion of Contingent Phase 3, this phase will advance project development to 100% including but not limited to full plans, specifications and engineers estimate.</p>
<p>Contingent Phase 5 – Bidding Assistance</p> <p>Following successful completion of Contingent Phase 4, in this phase the consultant team provide all aspects of bid assistance. This will include but is not limited to preparation of bid documents, responding to questions/changes to the bid documents, conducting the bid opening, preparing bid tables and bid analysis, assisting the County with contract negotiations.</p>
<p>Contingent Phase 6 – Construction Engineering</p> <p>Following successful completion of Contingent Phase 5, in this phase the consultant team will be responsible for all aspects of construction engineering, including but not limited to review and approval of all material submittals, leading the pre-construction meeting, coordinating between County and contractors, approval of all invoices, participation in weekly construction meetings, review and approval of field changes, change orders, and final project close out.</p>

3.3.2. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2021**, with the option for three (3) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

3.3.3. 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>.

Professional Services Contract (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

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- ☐ 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>
Consultant Team Qualifications	0-20
Project Understanding and Approach	0-40
Key Individuals	0-25
<u>Supportive Information</u>	<u>0-15</u>
	100 Total

- 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. 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:

5.2 Cover Letter:

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 Consultant Team Qualifications:

Qualifications will be determined based on the documented previous experience of team members in the following subject areas:

Experience in planning and design of major over-water bridges

- Previous experience in planning and project development for bridges with a span of at least 1,000 feet that cross over the channel of a navigable river.
- Knowledge and experience in assessing the feasibility of constructing a major over-water bridge at least 1,000 feet in length.
- Knowledge and experience of the critical factors that limit the feasibility of bridge landing locations including but not limited to right-of-way, multi-modal access, utilities and environmental resources.
- Expertise in estimating both the development and long term maintenance costs of over water bridges at least 1,000 feet in length.

Experience in environmental assessment and permitting for major over-water bridges

- Demonstrated previous experience in the technical requirements and processes for the environmental assessment and required permitting for such a bridge.
- Knowledge and experience working with the regional, state and federal resource agencies and stakeholders with responsibility for environmental review and permitting of such a bridge.

Experience in public engagement for high profile public infrastructure projects

- Extensive public engagement experience.

- Graphic communication expertise demonstrated through examples.
- Demonstrated experience in the use of websites, social media, online questionnaires and webinars in the public engagement process.
- Sufficient staff capacity to update and maintain online and social media on a weekly basis.
- Experience in analyzing data to identify historically marginalized communities and areas that are subject to displacement as a result of transportation investments.

Experience in consensus building among representatives of diverse governments and organizations

- Experience in the application of consensus building techniques in public decision making by elected officials and senior staff members.

Experience in all aspects of the five contingent phases described in the scope of work, including

- Type, size and location studies
- Environmental assessment, approvals and permitting
- Right-of-way,
- Utilities, hydraulic analysis, stormwater and scour analysis
- Development of final plans, specifications and engineers estimate
- Bid assistance including preparation of bid documents, and bid tables
- All aspects of construction engineering, and project close out.

5.4 Project Understanding and Approach:

Proposers should provide the following to enable the review team and County decision-makers to evaluate the consultant team understanding of the project and proposed approach:

- A description, no more than one page in length, of the consultant team understanding of the process and products of the Oak Grove – Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study.
- A strategy, no more than one page in length, for identifying possible bridge locations and evaluating the feasibility of those locations.
- A description, no more than one page in length of the process proposed for preparing bridge concepts.
- An outreach strategy, no more than one page in length, for successfully combining public meetings and online engagement approaches to secure input from all groups within a community.
- Suggestions, no more than one page in length, for improving the process, products or approach described in this RFP that will bring about a better result.

5.5 Key Individuals

The proposal should identify the consultant team project manager and the lead consultant team members who will contribute to the phase 1 tasks in the area of bridge alternatives analysis, bridge conceptual design, bridge development and maintenance costs, scoping of environmental assessment and permitting, public engagement, online engagement and social media, and public meeting facilitation and consensus building. The proposal should include resumes for those lead individuals and any other consultant team members anticipated to work more than 200 hours on the project.

5.6 Supportive Information

Proposals should include the following:

- A Gantt chart depicting the proposed project schedule with all tasks/subtasks assuming Notification to Proceed on January, 2019 with completion by December 31, 2019.
- Time allocation (in hours) for each member of the consultant team based on the proposed project schedule.
- A list of major bridge projects in the northwest in which each member of the consultant team has participated during the last five years including a brief description of the team member's role in each project.
- An estimated schedule for completion of Contingent Phases 2 to 6 assuming that funding is available to continue.

5.7 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2018-117 Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study

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.

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(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: _____

