



Pleasant Hill School District #1

Request for Proposals (RFP)

OREGONBUYS # S-P20001-00002469

HIGH SCHOOL MUSIC COMPLEX & MULTI-PURPOSE ROOM HVAC REPLACEMENT

Date of Issue: March 16, 2022

Closing (Due Date and Time): May 2, 2022 at 3:00PM Pacific Time

Single Point of Contact (SPC): Jim Dienstel, Maintenance Lead
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Pleasant Hill, OR 97455
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The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Pleasant Hill School District, (“Agency”), is issuing this Request for Proposal under the provisions of ORS 279B.060 for Pleasant Hill High School Music Complex & Multi-Purpose Room HVAC Replacement.

The Project Owner, Pleasant Hill School District #1, is updating select HVAC throughout the District (the “HVAC Project”). The Project Contractor, (“Contractor”) is the prime contractor performing the construction of the HVAC Project. The selected Contractor shall provide all labor, equipment, materials, transportation and/or related services required to execute all work associated with the HVAC Project.

A Mandatory Pre-Proposal Site Tour will be held on April 4, 2022 at:
11:00 AM 84455 N Enterprise Rd, Pleasant Hill, OR 97455

OAR 333-019-1030 requires all individuals who are contracted to provide goods or services to or at a school, which includes direct or indirect contact with students, to be fully vaccinated against COVID-19 or have an approved medical or religious exception by October 18, 2021. Upon request, the Contractor, its employees and Sub Contractors shall provide verification of vaccination or exception status to Pleasant Hill School District. An email containing this information may be sent to Hayley Robinette, Administrative Assistant (hrobinette@pleasanthill.k12.or.us). In the event that the Contractor, its employees and/or Sub Contractors are not fully vaccinated, the individual must complete Pleasant Hill School District’s “Reasonable Steps Health Log” prior to providing services on District property. This form is required to be completed each and every day that the individual is scheduled to be on-site. The “Reasonable Steps Health Log” may be accessed via the District website (choose Resources, then Volunteer; Complete Volunteer/Coach/Contractor Reasonable Steps Health Log).

Interested Proposers must submit a Proposal via U.S. Mail, courier service, or hand delivered to the Pleasant Hill District Office at:

Pleasant Hill School District #1
ATTN: PHHS Music & Multi-Purpose HVAC Replacement Project
36386 Highway 58
Pleasant Hill, OR 97455

NOT LATER THAN: May 2, 2022 at 3:00 PM
Late proposals will not be accepted.

The District may reject any Proposal not in compliance with all applicable public procurement procedures and requirements.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time.

MILESTONE	COMPLETION DATE
ADVERTISE RFP	03/16/2022
PRE-PROPOSAL SITE WALK	04/04/2022
PROPOSALS DUE	05/02/2022
PROPOSAL ACCEPTED	05/09/2022
SUBMISSION OF EXECUTION PLAN	06/13/2022
OWNER REVIEW OF PROJECT EXECUTION PLAN	06/13/2022
APPROVAL OF THE PROJECT EXECUTION PLAN	06/20/2022
EXECUTION OF THE CONTRACT	06/20/2022
SITE COMMENCEMENT DATE	To Be Determined
SUBSTANTIAL COMPLETION OF THE WORK	To Be Determined
FINAL COMPLETION OF THE WORK	To Be Determined

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

Agency is issuing this RFP pursuant to its authority under ORS 279A.050 and OAR 125-246-0170(2).

Agency is using the Competitive Sealed Proposal method. Agency may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

2.3 OVERVIEW AND PURPOSE

2.3.1 Agency Overview and Background

Pleasant Hill School District has approximately 117 employees. The District serves students and families residing in the Pleasant Hill, Dexter, Jasper, Trent and Goshen areas. Pleasant Hill School District is responsible for educating approximately 960 students at one (1) Elementary School and one (1) Middle/High School. Pleasant Hill School District is also home to the first school in Lane County.

2.3.2 Project Overview and Background

- 2.3.2.1** The Project HVAC consists of replacing outdated HVAC equipment on the High School Music Complex and Multi-Purpose buildings.
- 2.3.2.2** The proposed site location for the HVAC Project is the Pleasant Hill High School Campus.
- 2.3.2.3** The project will consist of:
 - Disconnection, recovery of refrigeration and removal of all specified HVAC equipment, and replacement of the specified HVAC equipment as described in this scope of work.
- 2.3.2.4** Installation of electrical sub panel and new individual circuits to each and every unit.
- 2.3.2.5** Installation of Alerton Technologies Direct Digital Controls.
- 2.3.2.6** Disconnect and reinstall existing HVAC ionization units.
- 2.3.2.7** Provide engineering and/or as built drawings for permits and O&Ms.
- 2.3.2.8** Provide balancing and reports.
- 2.3.2.9** Include submittals for all materials and equipment.

2.3.3 Purpose

The purpose of this Solicitation is to a Contract with the selected Contractor. The Project summary is as described below.

2.4 SCOPE OF WORK OVERVIEW

Except as otherwise expressly provided herein, the Contractor shall supply all adequate and competent labor, supervision, tools and equipment, installed and consumable materials, services, testing devices and each and every item of expense necessary for:

2.4.1 Site Layout & Prep

- 2.4.1.1** Keep work site clean, safe and organized daily.
- 2.4.1.2** Cone off and secure work zone.

2.4.1.3 Dispose materials and debris properly.

2.4.1.4 Secure buildings.

2.4.2 Supply

2.4.2.1 Portable bathroom.

2.4.2.2 All tools and equipment to perform the completion of the Project

2.4.2.3 Forms, barriers, equipment, tools and materials.

2.4.2.4 Transportation for all materials and equipment.

2.4.2.5 Garbage disposal.

2.4.2.6 All permits and plans.

2.4.3 Fabrication

2.4.3.1 Contractor is responsible for curb replacement or modifications.

2.4.3.2 Contractor is responsible for roofing repairs, boots or modifications.

2.4.3.3 Contractor is responsible for the required inspections during the sequence of fabrication for the project in a timely scheduled manner.

2.4.4 Hauling

2.4.4.1 Contractor is responsible for providing transportation for their construction equipment, machinery, tools and materials.

2.4.5 Receiving

2.4.5.1 Contractor is responsible for receiving deliveries at the job site.

2.4.6 Handling and Unloading

2.4.6.1 Contractor is responsible for handling, loading and unloading of materials and equipment at the job site undamaged.

2.4.6.2 Contractor is responsible for verifying the inventory of materials and equipment.

2.4.6.3 Owner will provide scheduled crane services.

2.4.7 Warehousing

2.4.7.1 Keys will be checked out to the Contractor with a signed key release form.

2.4.7.2 Contractor will have access to Bus Barn storage.

2.4.8 Electrical

2.4.8.1 Contractor shall obtain required electrical permits and as built plans.

2.4.8.2 Contractor shall install a sub panel in the main electrical room and provide individual circuits to each unit.

2.4.8.3 Contractor shall install Alerton Technologies Digital Controls and provide as built plans and O&M's.

2.5 SCOPE OF WORK BREAKDOWN

The following services are included in the Work, each of which is defined below:

2.5.1 Design and Engineering

2.5.1.1 Conceptual Design

Contractor shall advise on-site use and improvements, selection of materials, building systems and equipment, as well as provide recommendation on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, budget and possible economics.

2.5.1.2 HVAC Equipment

As provided in Exhibit 5 – Replacement Unit Specifications, Contractor shall install Owner specified HVAC units.

2.5.2 Project Management

2.5.2.1 The Contractor shall perform the following project management and coordination services in accordance with the Contractor's Safety and Quality Plan, including any revisions agreed to in the Contract. The Contractor's Project Management responsibilities include, but are not limited to:

2.5.2.1.1 Overall management of the Work in accordance with the Contractor's Project Execution Plan;

2.5.2.1.2 Planning, controlling and executing engineering, constructability, procurement, fabrication, assemblies, transportation, construction, integration and turnover plans to the extent necessary to achieve performance of the Work; and,

2.5.2.1.3 Producing and updating Project Schedules in compliance with scheduling requests. Project schedules established under the terms of the Contract.

2.5.2.2 Project Execution Planning

The Contractor shall provide projected completion dates for:

- Site Commencement
- Substantial Completion of the Work

- Final Completion of the Work

2.5.2.3 A detailed Project Execution Plan (“High School Music Complex & Multi-Purpose Room HVAC Project Execution Plan”) is to be provided **20 Days** from Project award, that sets out:

2.5.2.3.1 Overall management of the Work;

2.5.2.3.2 Overall coordination of procurement and construction management activities;

2.5.2.3.3 Preparation of detailed cost estimates and schedule for all Project phases;

2.5.2.3.4 Preparation for detailed planned sequencing activities;

2.5.2.3.5 Preparation of procurement documents and logistics planning, material management and subcontracting;

2.5.2.3.6 Deployment of the Owner’s Policies;

2.5.2.3.7 Procedure and process for cost control and reporting;

2.5.2.3.8 Project accounting details – Payroll – Prevailing wage records;

2.5.2.3.9 Development of necessary specifications, standards and procedures;

2.5.2.3.10 Development of training, operations and maintenance manuals as built;

2.5.2.3.11 The preparation of procurement or construction tender documents, purchase orders and construction contracts and construction specifications;

2.5.2.3.12 Development of Construction Work Packages;

2.5.2.3.13 A procurement, expediting logistics plan and materials management; and,

2.5.2.3.14 Pre-qualification of vendors, subcontractors and other construction contractors.

2.5.2.4 The Project Execution Plan shall also contain the Work Schedule, which constitutes:

2.5.2.4.1 A detailed sequence in which the Contractor intends to perform the Work;

2.5.2.4.2 Start and completion dates for all separate portions of Work;

2.5.2.4.3 Labor forecasts by trade or discipline;

2.5.2.4.4 Key materials, equipment procurement and delivery dates; and,

2.5.2.4.5 Other relevant data and information.

2.5.2.4.6 The Owner shall review the Contractor’s overall execution plan of the Work and planned sequencing events in the Project Execution Plan, and advise the Contractor in writing if it has any disputes with the contents, with sufficient detail to allow Contractor to revise the disputed item, within the time period set out in the

Milestone Dates.

2.5.2.5 The Contractor shall update the Project Execution Plan upon a reasonable request of the Owner during the performance of the Work, and obtain the Owner's approval of any proposed deviations prior to their implementation. Any material deviations or alterations to the Project Execution Plan requested by or required due to actions of the Owner will be addressed under the change provisions of the Contract.

2.5.2.6 In addition to subsection 2.5.2.6, the Contractor shall, as separate identified items, maintain and provide the status of the Work, including the percentage complete of the Work.

2.5.2.7 The Contractor's weekly reporting shall include:

2.5.2.7.1 Outstanding issues;

2.5.2.7.2 Confirmation that there are not reasonably known or anticipated claims for an adjustment to the Contract cost or schedule, or a statement of those items with reasonable detail;

2.5.2.7.3 Current actual status of the schedule of the Work;

2.5.2.7.4 Any safety issues, near-misses, minor incidents, safety infractions or citations and any serious or lost time incidents;

2.5.2.7.5 All requests for information (RFI) that have been submitted, and their status;

2.5.2.7.6 All change orders that have been submitted, approved and pending, with an aggregate total of the time and cost effects of the Project change orders to date; and,

2.5.2.7.7 A list of all Project submitted and pending dispute notices to date.

2.5.3 Subcontracting

Contractor shall:

2.5.3.1 Manage subcontractors on the Project site with respect to their planning, scheduling, allocation and assignment of construction resources, progress measurement and reporting;

2.5.3.2 Monitor and inspect work performed by its subcontractors and confirm such work complies with the Standard of Performance, Project Specifications, approved construction safety principles and the quality assurance/quality control plans;

2.5.3.3 Incorporate Owner strategies, plans, procedures and the terms of the Prime Contract into every Subcontract, unless express written approval is provided otherwise by Owner; and,

2.5.3.4 Incorporate terms allowing the assignability of subcontracts to the Owner upon notice by the Owner of same.

2.5.4 Construction

2.5.4.1 The Contractor shall perform all work as described in this Scope of Work and the Owner's strategies, plans and procedures so as to provide all services required to construct, install, test and deliver a complete and operable facility. The Contractor shall provide all adequate and competent construction management, personnel, supervision, staff, labor, construction planning, scheduling, documentation, construction quality, HSE and testing devices in order to complete the Work in accordance with the Standard of Performance.

2.5.4.2 The Contractor shall be responsible for providing the following permits and approvals:

2.5.4.2.1 All licenses, approvals, permits, registrations and memberships necessary for the Contractor, as a corporate entity and with personnel who may be governed by professional bodies and regulations to perform the Work;

2.5.4.2.2 Building Permits

2.5.5 Party Responsibilities

2.5.5.1 Responsibilities Matrix

The Contractor and Owner shall each be responsible for achieving their respective listed items set out in the Responsibility Matrix.

2.5.6 Exclusions

2.5.6.1 The Owner will not supply restrooms, facilities, supplies, tools, equipment, vehicles or garbage service;

2.5.6.2 The Owner is not responsible for security, lost or stolen property.

2.5.7 Site Services and Logistics

2.5.7.1 Shared Services Matrix

The Contractor and Owner will be sharing certain site services on the Project, and each will be responsible for providing such services and for payment for the use of such services to the extent set out in the Shared Services Matrix

2.5.7.1.1 Contractor is supplied with water and electrical service.

2.5.7.1.2 Contractor is supplied with vehicle and equipment onsite parking.

2.5.7.1.3 Contractor is supplied with crane services.

2.5.8 Site Logistics

Contractor will provide its labor force on the Project site in accordance with the Personnel Logistics and Rates Form Payroll/Certified Statement WH-38. Contractor shall enter any project labor agreements that may apply to the Project site and ensure harmonious integration of its labor force with other labor present on site.

2.5.9 Site Shift Schedule

Work hours: 7:00 AM until 3:30 PM

2.5.10 Schedule and Milestones

Contractor shall meet the Work Schedule and each detailed schedule established under the terms of this Scope of Work.

2.5.10.1 Milestone Dates

The Milestone Dates are as follows:

MILESTONE	COMPLETION DATE
ADVERTISE RFP	03/16/2022
PRE-PROPOSAL SITE TOUR	04/04/2022
PROPOSALS DUE	05/02/2022
PROPOSAL ACCEPTED	05/09/2022
SUBMISSION OF EXECUTION PLAN	06/13/2022
OWNER REVIEW OF PROJECT EXECUTION PLAN	06/13/2022
APPROVAL OF THE PROJECT EXECUTION PLAN	06/20/2022
EXECUTION OF THE CONTRACT	06/20/2022
SITE COMMENCEMENT DATE	To Be Determined
SUBSTANTIAL COMPLETION OF THE WORK	To Be Determined
FINAL COMPLETION OF THE WORK	To Be Determined

2.5.11 Deliverables

2.5.11.1 List of Deliverables

2.5.11.1.1 The Contractor shall supply the deliverables and reports as designated within A Project Deliverables Matrix. All deliverables shall be submitted for review and/or Owner approval in accordance with requirements of the Owner's standards.

2.5.11.1.2 The Contractor shall prepare the following procedures, report templates and plans for the Owner's review and approval, these procedures and reports form part of the Contract. Any revisions to the procedure and reports shall be reviewed and agreed upon by both parties, prior to implementing any changes. Contractor reporting to Owner is intended to provide the Owner with information on the Work status to discuss, schedule status, cost/schedule variances with explanation and current issues.

2.5.11.1.3 All of the following Deliverables shall be provided in the detail. The due date for each Deliverable is determined from the date of the execution of the Contract, with

each Deliverable being due the number of days indicated in the table below calculated from the date of the execution of the Contract:

DELIVERABLE	DAYS
PROJECT EXECUTION PLAN	20
SAFETY PLAN/ENVIRONMENTAL HEALTH AND SAFETY PLAN	20
QUALITY PLAN	20
WORK SCHEDULE	20
SCHEDULE REPORTING MANAGEMENT PLAN	20
ISSUES RESOLUTION LOG	20

2.5.12 Interfaces

Given the integrated nature of the Project, and integration of other Project contractors, suppliers and personnel, Contractor shall be responsible for administration and follow-up of the progress of the external interfaces between Contractor and the other contractors, suppliers and vendors to close-out Project interfaces and complete the Work and Project.

2.5.13 Environmental Health and Safety

The Contractor shall fully comply with all Safety and Security requirements under the Contract and Owner’s regulations, including supply of safety personnel in accordance with Districts Policies, which can be located at <https://www.pleasanthill.k12.or.us>. The Contractor shall obtain all necessary permits to perform the Work according to the safety or security requirements as to the Contractor’s Work, personnel, vehicles, materials and equipment.

The Contractor shall submit a detailed Safety Plan in accordance with 2.5.11 Deliverables, prior to mobilizing on Site for the Owner’s approval, which will be incorporated into the Contract Documents as – SAFETY PLAN.

OAR 333-019-1030 requires all individuals who are contracted to provide goods or services to or at a school, which includes direct or indirect contact with students, to be fully vaccinated against COVID-19 or have an approved medical or religious exception by October 18, 2021. Upon request, the Contractor, its employees and Sub Contractors shall provide verification of vaccination or exception status to Pleasant Hill School District. An email containing this information may be sent to Hayley Robinette, Administrative Assistant (hrobinette@pleasanthill.k12.or.us). In the event that the Contractor, its employees and/or Sub Contractors are not fully vaccinated, the individual must complete Pleasant Hill School District’s “Reasonable Steps Health Log” prior to providing services on District property. This form is required to be completed each and every day that the individual is scheduled to be on-site. The “Reasonable Steps Health Log” may be accessed via the District website (choose Resources, then Volunteer; Complete Volunteer/Coach/Contractor Reasonable Steps Health Log).

2.5.14 Quality

The Contractor shall fully comply with all quality requirements under the Agreement and Owner's regulations in accordance with to the QUALITY PLAN (OWNERS AND/OR CONTRACTORS).

The Contractor shall submit a detailed quality assurance plan and procedure prior to mobilizing to Site for Owner's review and approval, which will be incorporated into the Contract Documents as QUALITY PLAN.

2.5.15 Exhibits

See pages 19-39.

EX. 1 – RTU 26 Multi-Purpose Room

EX. 2 – RTU 27 Music Complex (North Music Room)

EX. 3 – RTU 28 Music Complex (Choir Room)

EX. 4 – RTU 29 Music Complex (Band Room)

EX. 5 – Replacement Unit Specifications

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements as described in Section 2.5 Scope of Work Breakdown:

The Contractor shall provide all adequate and competent construction management, personnel, supervision, staff, labor, construction planning, scheduling, documentation, construction quality, HSE and testing devices.

The Contractor shall be responsible for providing the following permits and approvals:

All licenses, approvals, permits, registrations and memberships necessary for the Contractor, as a corporate entity and with personnel who may be governed by professional bodies and regulations to perform the Work. All building permits.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Submissions

To be considered for evaluation, Proposal must include at least:

- Statement of the Proposers' knowledge and understanding of the Project and Services;
- Statement of Proposers' availability and capability to perform the required services as described in Scope of Work;

- Projected completion dates for: Site Commencement, Substantial Completion of the Work and Final Completion of the Work;
- Submittals for all materials and equipment;
- Reference list from similar Projects completed by the Proposer;
- List of key staff to be assigned to the Project and their experience in providing similar services;
- List of any sub-contractors and their roles with the Project; and,
- Any additional information that would be relevant to the Project.

3.2.2 Proposal Page Limits

Proposal is not limited to any certain number of pages.

3.2.3 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed.

Hard Copy Response

Proposer shall submit its Proposal by hard copy, Proposer shall submit its Proposal and all other submittal requirements using only white 8 ½" x 11" Recycled Paper, minimum 12-point font. Proposer shall submit a copy of its Proposal and all other submittal requirements bearing the Proposer's authorized representative's Signature, and two (2) additional copies. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478) Proposer also shall submit a fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the OregonBuys bid number clearly visible on the outside of the package.

3.2.4 Authorized Representative

Failure of Proposer's authorized representative to sign the Proposal may result in rejection of the Proposal by Agency.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL SITE TOUR

A Pre-Proposal Site Tour be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is mandatory.

The purpose of the Pre-Proposal Site Tour is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the Pre-Proposal Site Tour are not binding upon Agency. **Proposers shall submit any questions in Writing.**

Interested parties may participate in the Pre-Proposal Site Tour by:

Checking in with the Pleasant Hill High School Main Office. Tour is set to begin at 11:00 AM, on April 4, 2022.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information; and,
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number).

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, and the Scope of Work. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest as provided below.

4.4.2 Protests to Amendment(s)

Prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 3:30 PM Pacific Time on the second Business Day following the issuance of the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

4.4.3 Requirements for Protests

All protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;
- Identify prospective Proposer's name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest; and,
- State the proposed changes to the RFP provisions or other relief sought.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing Date and Time. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the OregonBuys bid number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during Agency's normal Monday – Friday business hours of 7:30 AM to 4:00 PM Pacific Time, except during State of Oregon holidays and other times when Agency is closed. The outside of the sealed submission must clearly identify the Proposer's name and the bid number assigned to the RFP by OregonBuys. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.6 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing Date and Time.

A Proposal received after Closing Date and Time is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.7 PROPOSAL REJECTION

Agency may reject any Proposal not in compliance with all applicable public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the District that it is in the public interest to do so.

4.8 EVALUATION PROCESS

4.8.1 Responsiveness and Responsibility Determination

4.8.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected; however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.8.1.2 Responsibility Determination

Agency will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract

4.8.2 Evaluation Criteria

The District will evaluate each Proposal by reviewing the following criteria:

- | | | |
|---------|---|------------|
| 4.8.2.1 | Proposers' knowledge and understanding of the Project and Services. | 100 points |
| 4.8.2.2 | Proposers' availability and capability to perform the required services as described in Scope of Work. | 100 points |
| 4.8.2.3 | Projected completion dates for: Site Commencement, Substantial Completion of the Work and Final Completion of the Work. | 100 points |
| 4.8.2.4 | Submittals for all materials and equipment. | 100 points |
| 4.8.2.5 | Reference list from similar Projects completed by the Proposer. | 100 points |
| 4.8.2.6 | Proposers' key staff to be assigned to the Project and their experience in providing similar services. | 100 points |
| 4.8.2.7 | Providers' list of any sub-contractors and their roles with the Project. | 100 points |
| 4.8.2.8 | Any additional information that would be relevant to the Project. | 100 points |

Total 800 points

SECTION 5: AWARD

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a Contract, will award a Contract to the highest-ranking Responsible Proposer(s) based upon the criteria in Section 4. Agency may award less than the full Scope of Work described in this RFP.

5.1.2 Intent to Award Notice

Agency will notify all Proposers in Writing that Agency intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) who are selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposer shall secure and demonstrate to Agency proof of insurance as required in this RFP or as negotiated.

5.2.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by Agency or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.2.4 Pay Equity Certification

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

5.2.5 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by its Signature, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.