

**REQUEST FOR PROPOSALS (RFP)
STANDARD INSTRUCTIONS
TO PROPOSERS**

For The

[Insert Project Name]
[Insert Bundle Number]
DESIGN-BUILD PROJECT

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STANDARD INSTRUCTIONS TO PROPOSERS (“Standard Instructions”)

[Additional information and requirements applicable to this procurement, including instructions applicable to Quality and Price Proposal Response Categories set out below, will be identified in the Special Instructions to Proposers released for the Project (“Special Instructions”). Proposers are therefore advised to download these STANDARD INSTRUCTIONS and the SPECIAL INSTRUCTIONS and read them together.]

1.0 Scope of Solicitation / Project Description:

1.1 Project - This Request for Proposals (“RFP”) is issued by the Oregon Department of Transportation (“Agency”) to solicit competitive Proposals for the Design-Build Project identified in the **Special Instructions** (the “Project”).

1.2 Structures and Improvements Involved - The Project includes the design and construction of the Structures and road improvements identified in **Special Instructions**, Subsection 1.2, together with such other related Work within or adjacent to the Project Site that Agency may in its sole discretion determine to be necessary or advisable in facilitating the efficient completion of the Project, in maximizing the cost-effectiveness of the Work described, or in making more efficient use of public funds allocated to Highway improvement within or adjacent to the Project Site. See **DB Special Provisions**, SP140.05, for details of Project scope.

1.3 Completion Dates - Interim Completion Dates (if any) and the Contract Completion Date that must be met at a minimum have been established for the Project and are set out in **Special Instructions**, Subsection 1.3 and the **DB Special Provisions**, Subsection 180.50(f). If an earlier Interim Completion Date or Contract Completion Date is identified in the Proposal, and accepted by Agency, then the earlier Interim Completion Date or Contract Completion Date, as applicable, shall become the baseline completion date(s) and shall be incorporated into the **DB Agreement**, Article 4.2.

1.4 Other Applicable Project Milestones – Other Project Milestones applicable to the Project, if any, are set out in **Special Instructions**, Subsection 1.4.

2.0 Eligible Proposers - Proposals are only being invited from those Entities that responded to the Request for Qualifications (“RFQ”) portion of this procurement released prior to the RFP and were selected for the Short-List.

3.0 Preparation of Proposal - Proposers shall comply with the Proposal preparation instructions set out in these **Standard Instructions** and the **Special Instructions** released for this procurement.

4.0 Incorporation of Proposal Into Resulting Contract

4.1 Quality Proposal Response Category I - Quality Proposal Response Category I will not be incorporated into the resulting Contract.

4.2 Quality Proposal Response Categories II Through V and Price Proposal - Only those portions of the Quality Proposal Categories II through V that meet or exceed

minimum Contract requirements established by Agency in the RFP, as determined by Agency in its sole discretion, and the Price Proposal will be incorporated into the resulting Contract.

4.3 Quality Proposal Response Category VI - Quality Proposal Response Category VI will not be incorporated into the resulting Contract.

4.4 Effect of Incorporation

(a) Minimum Contract Requirements - In accordance with the order of precedence established in the Contract Documents included in the RFP, the most stringent requirements contained in the Contract Documents constitute the minimum Contract requirements established by Agency. Therefore, those portions of the Proposal that meet or exceed minimum Contract requirements established by Agency, as determined by Agency in its sole discretion, will themselves become minimum Contract requirements upon Contract execution.

(b) Proposal Price - Proposers are cautioned that the total of prices proposed in the Price Proposal Form SP, Schedule of Prices, (the "Proposal Price") shall become the Contract Amount upon Contract execution, and shall constitute total compensation to the selected Proposer for performing the Contract, including but not limited to all minimum Contract requirements. Therefore, the fact that a selected Proposer's Quality Proposal may contain elements that do not meet or exceed all minimum Contract requirements, as determined by Agency in its sole discretion, shall not entitle the selected Proposer to receive compensation in excess of the amount of the Proposal Price as a condition of performing the minimum Contract requirements or any other Contract obligation. Nor shall such fact entitle the selected Proposer to perform below minimum Contract requirements or fail to perform any other Contract obligation.

5.0 Procurement Schedule / Submittal Deadlines - The Procurement Schedule and submittal deadlines are set out in the **Special Instructions**, Section 5.0. Agency will not consider requests for QPL product equivalency determination, requests for clarification, requests for change, protests of terms contained in the originally-issued RFP, requests for Alternate Technical Concept review, protests of Competitive Range selection, Award protests, or any other submittals received by Agency after the deadline for its submittal stated in the **Special Instructions**. Agency will not consider requests, protests, or other submittals pertaining to an Addendum after the deadline established in the Addendum.

Agency will not consider any late Proposals. Proposals received after the Proposal Due Date will be returned to Proposer unopened. Agency will not consider any Proposal modifications submitted after the Proposal Due Date. Nor will Agency acknowledge Proposal withdrawals submitted after the Proposal Due Date. Any such attempted withdrawal will be ineffective.

6.0 Single Point of Contact and Communication:

6.1 Agency's Single Point of Contact; Communications with Agency – The Agency's Single Point of Contact ("Agency's Contact") for the duration of the procurement process, together with address, phone number, fax number, and e-mail address, are set out in **Special Instructions**, Subsection 6.1.

(a) Correspondence - All correspondence and submittals, including (a) requests for QPL product equivalency determination, requests for clarification, requests for change, and protests of terms; (b) requests for authorization to change Proposer's organization or team member; (c) alternate technical Concepts; (d) Competitive Range protests; (e) Proposals; (f) Proposal modifications; (g) notice of Proposal withdrawal; and (h) Award protests, must be submitted in a sealed envelope or package addressed to Agency's Contact and labeled as set out below:

(1) Subject Matter – Proposers must label the package or envelope as follows:

Procurement Sensitive Material

Content: [*Identify package content—e.g. "Quality Proposal"; "Request for QPL product equivalency determination"; "Competitive Range Protest"; etc.*]

Project: [*Insert Project Name*]

(2) Address – Proposers must include both Agency's Contact and the address:

Attn: [*Insert name*], Project Manager
Oregon Department of Transportation
Major Projects Branch, Advanced Contracting Unit
680 Cottage Street NE
Salem, OR 97301-2412

(3) Return Address – Proposers must also include on the envelope or package Proposer's name and return address.

(b) Other Means of Communication – Proposers may also communicate with Agency's Contact by fax, phone, or e-mail, but advance copies of submittals delivered to Agency's Contact by fax or e-mail are not considered official until Agency receives the hard copy.

6.2 Proposer's Single Point of Contact; Communications with Proposer – The Proposer's Single Point of Contact ("Proposer's Contact") for delivery of all communications during the procurement process prior to the Proposal Due Date shall be the individual and address identified in the Statement of Qualifications ("SOQ") or in a subsequent written notification, if any, delivered to Agency's Contact on Proposer's letterhead. Proposer's Contact for delivery of all communications during the procurement process after the Proposal Due Date shall be the individual and address indicated on the Quality Proposal Signature Page and Proposal Firm Offer.

6.3 Agency's Dissemination of Information

(a) Informal Communications - Agency may post informal advance notices of

Addenda and information on the Project website, and may also utilize e-mail alerts and notifications. However, Proposers may not rely on oral communications, or on any other information or contact that occurs outside the official communication process specified herein. Official communications will only be disseminated in writing on Agency letterhead.

Information that Agency issues to Proposers in writing responding to Proposer questions in contexts other than the formal request/protest process outlined in these Standard Instructions will not have the effect of changing any Contract term or Specification, but may be useful in interpreting the Contract.

(b) Pre-Proposal Meeting - Agency will respond in writing to Proposers' questions, if any, raised at the pre-Proposal meeting. In the event Agency determines that formal clarification or change of RFP or Contract terms or Specifications are warranted, Agency will issue formal written clarifications or Addenda.

(c) Responses to Formal Requests and Protests - Agency will provide responses to all:

- (1) Requests for QPL product equivalency determination
- (2) Requests for clarification
- (3) Requests for change of Contract terms or Specifications
- (4) Protests of Contract terms or Specifications

(d) Addenda - If Agency determines that a formal request or protest raises an issue that should be resolved by amending an RFP provision, Specification or Contract term, Agency will do so by issuing a formal Addendum clearly identifying the change as amending, revising, or modifying the RFP provision, Specification or Contract term in question. Information in an Addendum labeled "clarifications" do not change RFP provisions, Specifications, or Contract terms.

Agency may issue Addenda at any time up to 10 Calendar Days prior to the Proposal Due Date, unless Agency extends the Proposal Due Date concurrent with issuance of the Addendum.

6.4 Prohibited Proposer Communications - No member of Proposer's organization (employees, agents, Principal Participants, the Designer, Key Personnel, Major Subcontractors, or the Quality Manager) may communicate with members of another Proposer's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this procurement.

Proposers shall not contact stakeholder staff regarding the RFP content or the requirements for the Project. Stakeholder staff include employees of Agency, city(ies) and county(ies) in which the Project or any part of it are located.

Prohibited communications do not include contact with county officials for the limited purpose of obtaining information regarding available detour routes and conditions

associated with such use.

7.0 Best-Value Selection - Agency will utilize a Best Value selection process in this procurement to award a Contract to the responsible Proposer that demonstrates it can deliver the best combination of price and quality in the design and construction of the Project. The Best Value selection process will include two (2) components; a Quality Proposal and a Price Proposal.

8.0 Proposals Property of Agency - With the exception of Proposals that are withdrawn prior to the Proposal Due Date, all information submitted by a Proposer in response to the RFP shall become the property of Agency and will not be returned to Proposer. All copies of properly-withdrawn Proposals will be returned to Proposer unopened.

9.0 Proposal Stipend:

9.1 Eligibility - Stipends will be paid to those responsible Proposers not awarded a Contract, but whose responsive Proposals have received a quality score of at least 41% of the available points for each Quality Proposal Response Category, and at least 21% of the available points for each Quality Proposal Response Category sub-factor. No stipend, in any amount, will be paid to Proposers who do not submit a Proposal that meets the foregoing requirements or whose Proposal is determined to be non-responsive, or to Proposers who do not attend mandatory one-on-one meetings or mandatory oral presentations (if any).

9.2 Amount - The amount of the stipend applicable to this procurement is set out in **Special Instructions**, Subsection 9.2.

(a) In Event of Change in Project Scope or other Modification - In the event Agency changes the scope of the Project during the procurement, or for any other reason in Agency's sole discretion, Agency may in its sole discretion increase or decrease the stipend amount.

(b) In Event of Cancellation of Procurement

(1) Prior To Proposal Due Date - Proposers will be afforded an opportunity to attend an interview and deliver to Agency the work product of their Proposal preparations completed to date. Those Proposers who attend the interview and deliver their work product will be paid a portion of the available stipend amount, to be determined in Agency's sole discretion, for the work product delivered.

(2) After Proposal Due Date - In the event Agency cancels the procurement after Proposals have been submitted, Proposals will be evaluated to determine responsiveness. Proposers with responsive Proposals will be paid the full available stipend. No stipend will be paid for non-responsive Proposals.

9.3 Timing of Payment - Stipends will be paid after resolution of any claims regarding trade secret information and after the expiration of the protest period following Notice of Intent to Award the Contract, or, in the event a protest is received, following the resolution of the protest. Stipends may be paid prior to expiration of the protest period to eligible Proposers that are not in the Competitive Range by written request that includes a statement waiving all future protest rights for this procurement.

10.0 Pre-Proposal Meetings - Agency may elect to hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date. Proposers are strongly encouraged to attend, and will be expected to bring (a) appropriate members of its anticipated Key Personnel, and if required by Agency, (b) senior representatives of the proposed Designer and proposed Quality Manager. Agency will respond in writing to Proposers' questions, if any, raised at the meeting. In the event Agency determines that formal clarification or change of RFP or Contract terms or Specifications is warranted, Agency will issue formal written clarifications or Addenda in accordance with the terms of Subsection 6.3(d).

10.1 Mandatory Pre-Proposal One-on-One Meetings - Agency may hold one or more mandatory one-on-one meetings with each Proposer prior to the Proposal Due Date, to provide additional opportunity for clarification and comments. Failure of a Proposer to attend any such meetings will result in elimination of that Proposer from the Short-List, and any Proposal submitted by that Proposer will be rejected. Agency will notify Proposers in writing of the dates, times and locations, rules, requirements and protocols for such meetings, the names or positions of Proposer's Key Personnel that are to attend, and methods for designating written or oral information as trade secrets under the Oregon Public Records Law.

Agency will respond, orally or in writing, to Proposers' questions, if any, raised at the meetings. In the event Agency determines that formal clarifications or change of the RFP, Specifications or Contract terms is warranted, Agency will issue formal written clarifications or Addenda in accordance with the terms of Subsections 6.3(c) and (d).

Information from the one-on-one meetings process may be used by Agency to revise the RFP, Specifications and/or Contract terms. The information received by Agency will be part of the procurement process and will not be disclosed by Agency until issuance of the Notice of Intent to Award (as provided in ORS 279C.410), at which time the information will be subject to disclosure except as to information that is subject to exemption from disclosure under the Oregon Public Records Law or is protected from disclosure under other applicable Law.

10.2 Oral Presentations After Submission of Proposals - Agency may elect, in its sole discretion, to require each Proposer to make a one-on-one oral presentation regarding the Proposal. The oral presentations will be mandatory, and failure of a Proposer to appear and make the presentation will result in elimination of that Proposer from the Short-List. Agency will give no further consideration to that Proposer's Proposal, and that Proposer will be ineligible for a stipend. If Agency elects to require oral presentations, Agency will notify Proposers in writing of the dates, times and locations, rules, requirements and protocols for the oral presentation, the names or positions of Proposer's identified Key Personnel that are to attend, and methods for designating written or oral information as to trade secrets under the Oregon Public Records Law.

The oral presentation will be an opportunity for Proposers to explain and present their written Proposals and respond to Agency requests for clarification, but such presentations will not be a substitute for, nor a means to modify or augment, any part of the written Proposal. The oral presentations will be used by Agency to assist in the evaluation of the written Proposals, and the information from the oral presentations may be used by Agency to revise the RFP, Specifications and/or Contract terms.

The information received by Agency will be part of the procurement process and will not be disclosed by Agency until issuance of the Notice of Intent to Award (as provided in ORS 279C.410), at which time the information will be subject to disclosure except as to information that is subject to exemption from disclosure under the Oregon Public Records Law or is protected from disclosure under other applicable Law.

11.0 Capitalized Terms and Definitions - With the exception of titles, headings, proper names and the beginning of sentences, capitalized words indicate that they have been given a defined meaning in **DB General Provisions**, Subsection 110.20 or in the text accompanying the term.

12.0 Clarification or Modification of RFP Provisions, Specifications, or Contract Terms - Clarification or modification of provisions of the RFP, any Addenda, Contract term, or Specification, can be pursued through submittal of:

- (a) Requests for QPL product equivalency determination
- (b) Requests for clarification
- (c) Requests for change of Contract terms or Specifications
- (d) Protests of Contract terms or Specifications

All requests and protests shall be in writing in the format specified, and submitted by the deadlines shown in Section 5.0 of the Special Instructions to Proposers, if applicable. Requests and protests shall be submitted in hardcopy and electronic format using MS Word on CD-ROM, or by email. The Agency may elect to begin development of responses to requests and protests upon receipt of an electronic submittal, but a formal response will not be issued until the hardcopy is received.

12.1 Requests for QPL Product Equivalency Determination - Proposers may request a QPL product equivalency determination identifying the product included on the QPL and the asserted equivalent product. Proposers must include sufficient manufacturer product information, together with supporting documentation such as industry studies and test results, if relevant, as may be reasonably necessary to enable Agency to make a comparison. All equivalency determinations are within Agency's sole discretion.

12.2 Requests for Clarification - Proposers may request clarification of RFP provisions, Contract provisions, and Specifications that Proposer considers unclear or incomplete. To be considered, the request for clarification must identify the unclear language or omission, or the specific discrepancies between identified provisions that result in ambiguity. All requests for clarification shall be submitted in the format of Form PQ.

12.3 Requests for Change of Contract Terms or Specifications - Proposers may submit a request for change of Contract terms or Specifications setting out the language for which change is sought and indicating the document title, page, and Subsection where the language is located. To be considered, the request must include the reason for the requested change, supported by factual documentation, and the proposed

change.

12.4 Protests of Contract Terms or Specifications - Any Proposer that believes a Contract term or Specification is unnecessarily restrictive or limits competition may submit a protest setting out the language for which change is sought and indicating the document title, page, and Subsection where the language is located. To be considered, the protest must include a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to Proposer if the protest is not granted, and the proposed change.

13.0 Alternative Technical Concepts – Submittal Requirements and Authorization to Use – Unless otherwise noted in **Special Instructions**, Proposer may submit an Alternative Technical Concept. If a Proposer wishes to submit an Alternative Technical Concept, Proposer shall follow the requirements of this Section 13. The Alternative Technical Concept must be received by Agency by the date specified in **Special Instructions**, Section 5.0.

13.1 Submittal Requirements - Proposers shall submit five (5) hard copies and one (1) electronic copy of each Alternate Technical Concept. Each Alternate Technical Concept shall be accompanied by a separate cover letter.

13.2 Agency Authorization - Proposers may not include Alternate Technical Concepts in their Quality Proposals unless the concepts have been submitted to Agency for review, and authorization has been formally conveyed by Agency in writing. Agency will authorize a Proposer's utilization of an Alternate Technical Concept in its Quality Proposal if it appears that the concept is within the requirements set by Agency in the RFP and utilization will not render the Quality Proposal nonresponsive. If Agency authorizes Proposer's utilization of an Alternate Technical Concept, Agency will inform Proposer in writing that its concept appears to be within the requirements set by Agency in the RFP. Authorization does not, however, constitute Agency predetermination that any Proposal response incorporating the Alternate Technical Concept will, in fact, be responsive. Nor does authorization imply that Agency favors the Alternate Technical Concept.

13.3 Agency Rejection - If Agency rejects an Alternate Technical Concept, Agency will notify Proposer in writing by the response date established in the **Special Instructions**, Section 5.0, and will identify in the notice those aspects of the concept upon which it based its rejection. Within the timeframe specified in Agency's rejection notice, Proposer may submit to Agency's Contact a written request to meet and review the basis for Agency's determination. The scope of such a meeting will be restricted to the apparent inconsistencies.

13.4 If Clarification is Required - If Agency requires clarification in order to determine whether or not an Alternate Technical Concept appears to be within the RFP requirements, Agency may seek such clarification in a teleconference with Proposer. The scope of such a conference will be restricted to the points of clarification required.

13.5 If Involves Trade Secrets or Confidential, Proprietary Information - If the contents of an Alternate Technical Concept or a Proposer's written communications regarding such concept include information constituting trade secrets or confidential, proprietary information, Proposer must comply with the requirements set forth in Section

19.0.

13.6 Agency's Right to Amend RFP Requirements - Nothing in this Subsection shall restrict Agency's right at any time during the procurement process to modify RFP requirements through the issuance of Addenda to accommodate authorization of a particular Alternate Technical Concept, if Agency determines that such modification is in the best interests of the State.

If Agency determines that it is in the best interests of the State to amend the RFP to allow for the use of an Alternate Technical Concept that was submitted by a Proposer in accordance with this Subsection, Agency will provide such submitting Proposer the right to review the proposed Addendum to the RFP prior to its release to ensure such proposed Addendum does not disclose information the submitting Proposer considers its trade secrets. If the submitting Proposer believes the Addendum will disclose its trade secrets, such Proposer will have the option of withdrawing its Alternative Technical Concept, in which case Agency will take no further action and will not issue the proposed Addendum. If after review, the submitting Proposer does not withdraw its Alternative Technical Concept, Agency will issue the proposed Addendum. Agency's decision respecting an Alternate Technical Concept is final and non-protetable.

14.0 Changes in Proposer's Organization after Submittal of SOQ:

If Proposer wishes to change the organization that submitted its SOQ in response to the Request for Qualifications by adding, deleting, or substituting a Principal Participant, Designer or any Key Personnel or Major Subcontractors identified in the SOQ up to the time of its Proposal submittal, Proposer must make such request in writing in its cover letter required to be delivered to Agency with its Quality Proposal. Requests for changes by adding, deleting or substituting any Key Personnel or Major Subcontractors after submittal of a Proposal in response to the Request for Proposal, and prior to Contract execution, shall be submitted in writing in a letter delivered to Agency.

Proposer must submit with any request the same information about the proposed Principal Participant or team member that was originally required to be submitted in the SOQ, including legal and financial information (pass/fail) and quality evaluation information. If a Principal Participant is being added, deleted, or substituted, Proposer must submit such additional information as may be required by Agency to demonstrate that the changed organization still meets the RFQ criteria upon which Short-List selection was based (pass/fail and quality). Agency will have three (3) Business Days to approve or reject in writing any such requested substitutions.

15.0 Modifying a Proposal Prior to Proposal Due Date:

15.1 Erasures, Interlineations, Strikeouts - If the initial Proposal has been modified by hand-written interlineations, strikeouts, or erasures, **each** such alteration must be initialed in ink by the signatory to the Quality Proposal.

15.2 Subsequent to the Initial Submittal - Subsequent to Proposal submittal, a Proposer may submit written modifications identified either by redlined text or on Proposer's letterhead indicating the revisions with reference to the Proposal or form section, subsection, paragraph (if applicable) and page number. Proposer must submit with its Proposal modifications an affirmation signed by each of the original signatories

that the modifications amend the terms of the Proposal previously submitted.

16.0 Withdrawing a Proposal:

16.1 By Written Notice - A Proposer may withdraw its Proposal prior to the Proposal due date by submitting written notice on Proposer's letterhead signed by an authorized representative. The notice must include the name and telephone number of Proposer's representative that will be contacted to arrange for Proposer to retrieve the withdrawn Proposal.

16.2 In Person - A Proposer may withdraw its Proposal in person prior to the Proposal Due Date upon presentation of identification and evidence of authorization to act for Proposer. If possible, Agency will return all Proposal materials at the time an in-person withdrawal is presented. However, Proposals are in the possession of one individual and are available only when that person is present.

16.3 Subsequent Proposal Submittal Not Precluded - Withdrawal of a Proposal will not preclude a Proposer from subsequently submitting a new Proposal, so long as that new Proposal is properly submitted and received by Agency's Contact prior to the Proposal Due Date.

17.0 Conflict of Interest Disclosure Requirements – If Proposer finds that a Principal Participant, the Designer, any Key Personnel or any Major Subcontractor listed in its SOQ is no longer eligible to be part of its organization or team for this procurement due to a Conflict of Interest (as defined in 23 CFR 636), if Proposer's organization has changed since submittal of Proposer's SOQ, or if additional potential conflicts of interest have developed since Proposer's submittal of its SOQ, Proposer shall comply with the following disclosure requirements.

17.1 Proposer Organization Change or Additional Potential Conflicts of Interest - If Proposer's organization has changed and the change has been approved by Agency per Section 15.0, or additional potential Conflicts of Interest have developed since Proposer's submittal of Form COI at the RFQ stage, Proposer shall submit with its Proposal a new Form COI, completing Parts 1 and 2 and making a full disclosure of all potential 23 CFR 636 organizational Conflicts of Interest other than those already disclosed in the Form COI submitted at the RFQ stage. If Proposer's organization has not changed and no additional potential Conflicts of Interest have developed since initial submittal of Proposer's Form COI, Proposer may, in lieu of submitting a new Form COI, submit a signed statement that no potential 23 CFR 636 organizational Conflicts currently exist other than those already disclosed in Proposer's initial Form COI included with Proposer's SOQ. Also see **DB General Provisions**, Subsection 170.78 and the COI Guidelines provided with Form COI regarding State Conflict of Interest standards and Agency's Code of Conduct Policy regarding former Agency employees.

17.2 Major Subcontractors - Proposer shall include in its Proposal a completed Form COI from each anticipated Major Subcontractor for whom Proposer did not submit a Form COI at the RFQ stage. For each Major Subcontractor for whom Proposer did submit a Form COI at the RFQ stage, but whose organization has changed or additional potential Conflicts of Interest have developed since initial submittal, Proposer shall require each such Major Subcontractor to complete Parts 1 and 2 of a new Form COI, making a full disclosure of all potential 23 CFR 636 organizational Conflicts of Interest

other than those already disclosed in the Form COI submitted at the RFQ stage, and Proposer shall include each such new Form COI and disclosure with its Proposal. If a Major Subcontractor's organization has not changed *and* no additional potential Conflicts of Interest have developed since initial submittal of Form COI for each such Major Subcontractor, Proposer may, in lieu of submitting a new Form COI from each such Major Subcontractor, obtain from each such Major Subcontractor and include in its Proposal a signed statement that no organizational Conflicts currently exist other than those already disclosed by such Major Subcontractor and included in Proposer's SOQ. Proposer shall provide each anticipated Major Subcontractor with Agency's "Policy, Conflict of Interest Guidelines, and Disclosure Process" attached hereto.

18.0 Responsiveness, Responsibility, and Rejection of Proposals:

18.1 Substantial Compliance Required - Agency may in its discretion reject any Proposal that does not substantially comply with the requirements set forth in the RFP, including the **Standard and Special Instructions to Proposers**, and applicable public procurement procedures.

18.2 Responsiveness:

(a) Agency has determined that failure to properly submit the following items will render the Proposal non-responsive:

- (1) All documents listed in Response Category I
- (2) Bridge Table (Form BT), if required
- (3) Price Center Descriptions (Form PCD)
- (4) Schedule of Prices (Form SP)
- (5) Price Proposal Signature Page (Form PP)

(b) If a Proposal is entirely or predominately labeled as a "Trade Secret" or confidential, proprietary, the Proposal may, in the sole discretion of the Agency, be deemed non-responsive unless the improper designation of trade secret information is corrected within the time (if any) allowed by Agency (see Subsection 19.1).

18.3 Unintentionally Incomplete or Omitted Proposal Responses - Unless Agency, in its discretion, determines that a submitted Proposal is not in substantial compliance with RFP requirements as provided in Subsection 18.1, or has been deemed non-responsive by Agency under Subsection 18.2(b), unintentionally incomplete, qualified, or omitted responses to Quality Proposal Response Categories II through IV, unlike the omission of any required submittals listed in Subsection 18.2(a), will be dealt with as a matter of Proposal scoring as opposed to responsiveness.

18.4 Agency Right to Seek Clarification; Waiver - As permitted by Law, Agency may seek clarification of any response that, in Agency's sole discretion, it deems necessary or advisable, and Agency may waive minor informalities and irregularities.

18.5 Responsibility and Rejection of Proposals - Agency will reject any Proposal

submitted by a Proposer that does not meet the applicable standards of responsibility set forth in OAR 731-005-0670(1)(c)(H).

18.6 Rejection in the Public Interest - Agency reserves the right to reject any Proposal in the exercise of its discretion pursuant to OAR 731-05-0670(1)(a). Agency may reject all Proposals for good cause upon a finding that to do so is in the public interest in accordance with the criteria set forth in OAR 731-005-0680(2).

19.0 Trade Secrets and Confidential, Proprietary Information:

19.1 Identification of Information - Proposers must identify information constituting trade secrets under either ORS 192.501(2) or ORS 646.461(4), or confidential, proprietary information included in the Proposal if they wish to protect such information from disclosure either (a) to other Proposers during the procurement process or (b) to the public as a public record. Proposers must designate trade secret and confidential, proprietary information appearing in the text of the Proposal by including it within brackets and by including at the bottom of the Proposal page on which they appear the applicable identifying legend(s):

(a) This page contains information that constitutes a trade secret under **ORS 192.501(2)** and is not to be disclosed except in accordance with applicable Law.

(b) This page contains information that constitutes a trade secret under ORS 646.461(4) and is not to be disclosed except in accordance with applicable Law.

(c) This page contains confidential, proprietary information and is not to be disclosed except in accordance with applicable Law.

Moreover, Proposers are advised that price information submitted in response to a RFP is generally not considered a trade secret under the Oregon Public Records Law. Further, submitted information that is already in the public domain is not protected.

The entire Proposal may not be labeled as a "Trade Secret" or "confidential, proprietary information". If a Proposal is entirely or predominately labeled as a "Trade Secret," or "confidential, proprietary", the Proposal may, in the sole discretion of Agency, be deemed non-responsive and not eligible for a stipend, unless the improper designation of trade secret or confidential, proprietary information is corrected within the time (if any) allowed by Agency.

19.2 State Immunity - The State shall not be liable for disclosure or release of information when authorized or required by Law to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

20.0 Proposal Security:

20.1 Requirements - Proposal Security in the amount of 10% of the Proposal Price must accompany each Proposal.

20.2 Return of Proposal Security:

(a) Proposal Security of unsuccessful Proposers will be returned after the Contract has been executed and satisfactory Payment and Performance Bonds have been delivered to Agency by the successful Proposer.

(b) In the event all Proposals are rejected and the solicitation is cancelled, all forms of Proposal Security will be returned promptly.

21.0 Competitive Range Selection; Protests:

21.1 Competitive Range - The Competitive Range will consist of the two (2) top-scoring Proposers. Provided, however, Agency will not include any Proposer in the Competitive Range or award a Contract to any Proposer whose Proposal receives a percentage score of less than 41% for any Quality Response Category or a percentage score of less than 21% for any Quality Response Category subfactor.

Agency will issue Notice of Competitive Range selection upon making its determination.

Agency may increase the Competitive Range if in its sole discretion it determines that the alignment of Proposal scores warrants a larger number. Agency may decrease the Competitive Range at any time it determines in its sole discretion that the number of responsible Proposers submitting responsive Proposals is less than the Competitive Range.

While Agency does not intend to conduct Discussions with Proposers in the Competitive Range, Agency reserves the right, in its sole discretion, to conduct Discussions and to use a Proposal Revisions (BAFO) process for this procurement.

21.2 Competitive Range Protests - An adversely-affected Proposer may submit a written protest of Agency's decision to exclude Proposer from the Competitive Range. The protest shall specify the grounds upon which the protest is based. To be adversely-affected or aggrieved, Proposer must demonstrate that but for Agency's (a) error in failing to reject a non-responsive higher-ranked Proposal, or (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been included in the Competitive Range.

Competitive Range protests must be received by Agency by the deadline specified in the Notice of Competitive Range.

22.0 Proposal Opening:

22.1 Quality Proposals - Quality Proposals will be opened at the Proposal Due Date and time set out in **Special Instructions**, Section 5.0, and distributed to Agency's Proposal Evaluation Team.

22.2 Price Proposals; Public Opening - Upon concluding its evaluation and scoring of the Quality Proposals, Agency will conduct a public opening of the Price Proposals at the location identified in **Special Instructions**, Subsection 22.2, on the date and time set out in **Special Instructions**, Section 5.0, or at such other date and time as Agency may announce. Only the Base Proposal Price will be announced. (Refer to Form SP.)

23.0 Notice of Intent to Award - Upon Agency's determination of the apparent Best-Value Proposer, Agency will issue Notice of Intent to Award.

24.0 Apparent Best-Value Proposer Required Submittals - Within 10 Calendar Days of the date of the delivery of the Contract Documents by Agency, the apparent Best-Value Proposer shall provide Agency, in writing:

(a) Payment and Performance Bonds - Payment and Performance Bonds, each in the amount of 100 percent of the Contract Amount.

(b) Public Works Bond - A copy of a Public Works Bond filed with the Construction Contractors Board complying with statutory requirements.

(c) Insurance Certificates - Insurance certificates evidencing the required insurance coverages. (Refer to **DB General Provisions**, Subsection 170.70 and **DB Special Provisions**, SP170.70.)

(d) Evidence of Authority:

(1) The names of all signatories to the anticipated Design-Build Agreement, their capacities and the names of their respective principals if not already provided, and

(2) Corporate Resolutions or Bylaws evidencing the authority of each named signatory to act for its principal in executing the Design-Build Agreement and bind the principal to the terms of the Contract, if not already provided.

(e) Licenses - Evidence that Design-Builder and its personnel are properly licensed to perform the Work, unless previously provided.

25.0 Protest of Award - A Proposer may protest an award selection only if Proposer is within the Competitive Range and is adversely-affected or aggrieved. To be adversely-affected or aggrieved, Proposer must demonstrate that but for Agency's (a) error in failing to reject a non-responsive higher-ranked Proposal, or (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been the highest-ranked Proposer and therefore eligible for Contract award.

26.0 Negotiations and Modification of Contract Documents - Agency may conduct limited Negotiations with the Best-Value Proposer regarding any remaining issues pertaining to scope, schedule, financing, or other information provided by the Best-Value Proposer. Agency will make such modifications to the Contract Documents as it may determine, in the exercise of its sole discretion, to be necessary to fully incorporate the terms of the Best-Value Proposer's Proposal, to correct any inconsistencies, ambiguities, or errors that may exist in the Contract Documents, and to clarify Contract terms, including technical requirements and Specifications, if any. If, in Agency's sole discretion, it determines that the Best-Value Proposer is not responsive to the negotiation process, or that the parties will be unable to reach a mutually-acceptable Contract, Agency may terminate negotiations with the Best-Value Proposer. Agency will then continue the process of negotiation with the next highest-ranked Proposer in the Competitive Range until Agency either successfully negotiates a Contract or cancels the procurement.

27.0 Contract Execution and Delivery of Required Documents:

27.1 By Best-Value Proposer - The selected Proposer must execute two (2) originals of the Design-Build Agreement and return the executed originals, together with (a) the rest of the Contract Documents and (b) the Apparent Best-Value Proposer required submittals set out in these **Standard Instructions**, Section 24.0 to Agency within 10 Calendar Days of the date of the delivery of the Contract Documents by Agency, or within such longer period as Agency may set in writing prior to or during the response period established herein. The selected Proposer's failure to execute and deliver the duly-executed Design-Build Agreement, Contract Documents, and required submittals to Agency within the response period, will result in (a) forfeiture of the Proposal Security as liquidated damages payable to Agency, and (b) Agency's commencement of Negotiations with the second highest-ranking Best Value Proposer. If the selected Proposer is a joint venture or partnership, each joint venture member or partner must sign the Design Build Agreement on behalf of both itself and Proposer.

27.2 By Agency - If Agency fails to execute the Design-Build Agreement and deliver to the selected Best Value Proposer an original of the Contract Documents within 45 Calendar Days following receipt of Proposer's duly-executed Design-Build Agreement, Contract Documents, and other required submittals, Proposer shall have the right to withdraw the Proposal without penalty.

28.0 Proposal Preparation and Submittal Instructions:

28.1 Package Labeling and Delivery - The Proposal, consisting of the Quality Proposal, the Price Proposal, and the Diversity Plan Outline, shall be delivered in a sealed container clearly labeled with the Project name, Proposer's name and return address, and "**Proposal – Procurement Sensitive.**" The Proposal may be sent by United States Mail or private carrier (i.e., Federal Express, United Postal Service, etc.), or be hand-delivered to Agency at:

ODOT Procurement Office – Construction
455 Airport Road, SE
Building K
Salem OR 97301-5348

The container shall include the Quality Proposal, Price Proposal, and Diversity Plan Outline, each of which shall also be separately packaged in a sealed container. Each container shall be labeled to identify its contents, and be clearly marked with the Project name and Proposer's name and return address.

28.2 Organization and Formatting; Number of Copies:

(a) Text and Prices - Text shall be in English in a standard font, a minimum of 12 points in height, single-spaced. Font size on tables and figures may be of any size so long as it is easily readable. Pricing shall be in US currency, in current dollars and cents.

(b) Forms - In each case in which a form is required to be submitted, it will be found either at the end of these Standard Instructions or at the end of the **Special Instructions**, and its use is mandatory.

(c) Organization - Proposals shall be organized and formatted as specified herein.

(1) Dividers – Each Proposal Response Category shall be preceded by a simple, blank divider identifying **only** the Response Category (e.g., “Response Category I,” “Response Category II Proposer’s Organization and Expertise,” etc.).

(2) Location of Forms

a. Quality Proposal - Locate all Response Category I forms at the end of that section after a tab labeled “Response Category I Forms”. Locate all Response Category II through V Quality Proposal forms at the end of the Quality Proposal after a tab labeled “Response Category II through V Forms.”

b. Price Proposal - Include each Price Proposal form in the order set out in Subsection 31.1.

(3) Numbering System - Number each page in each Quality Proposal Response Category consecutively. Center page numbers at the bottom of each page.

(4) Page Size; Double-Sided - Quality and Price Proposal pages shall be 8-½ inch x 11-inch paper. Drawings or sketches shall be submitted on 11-inch x 17-inch and/or 8 ½-inch x 11-inch paper. Schedule plots shall be on 8-½-inch x 11-inch or 11-inch x 17-inch paper, or on 24-inch x 36-inch plotter paper provided that the 24-inch x 36-inch plotter paper is bound or incorporated into the Proposal. Double-sided pages shall be used except for pre-printed information, such as corporate brochures, and the original copy of all signed forms, which shall be single-sided.

(5) Page Count and Page Limits

a. Quality Proposal Response Category I – There is no page limit on the information required to be submitted under Response Category I.

b. Quality Proposal Response Categories II through V – Proposal responses to Response Categories II through V shall be limited to the combined maximum number of pages stated in **Special Instructions**, Subsection 28.2(c)5-b, exclusive of section dividers and tabs, drawings, schedule plots, forms, and sample Quality Plan, if submitted. Plans shall be limited to the types and number of pages as provided in **Special Instructions**, Subsection 28.2(c)5(b).

All information submitted in Response Categories II through V will be counted in calculating page count, regardless of format or medium, including all materials attached to, or included on, section dividers and tabs. Information submitted on 11-inch x 17-inch paper will count as two (2) pages. In the case of electronic data, Agency will reduce it to paper format and include those pages in the page count at the point in the Proposal that the electronic format was inserted.

c. Quality Proposal Response Category VI - Proposal responses to Response Category VI shall be limited to a combined total of five (5) pages, exclusive of section dividers and tables.

d. Price Proposal – There is no page limit pertaining to the Price Proposal.

(d) Legible and Reproducible - Proposers should present information clearly and concisely. Text or other information that is difficult to read may be disregarded, potentially resulting in either a lowered score or rejection of the Proposal as non-responsive.

All Proposal responses shall be easily reproducible by normal black and white photocopying machines. Color photographs, renderings and brochures shall be adequately bound and suitably protected for handling and circulation during review.

(e) Number of Copies

- One original and 20 true copies of the Quality Proposal shall be submitted. [*Label the original Quality Proposal "ORIGINAL" and label each copy "COPY".*]
- One original and three (3) true copies of the Price Proposal shall be submitted. [*Label the original Price Proposal "ORIGINAL" and label each copy "COPY".*]
- One original and three (3) true copies of the Diversity Plan Outline shall be submitted. [*Label the original Diversity Plan Outline "ORIGINAL" and label each copy "COPY".*]

Additionally, one (1) electronic copy of the Quality and Price Proposals and Diversity Plan Outline shall be submitted in Adobe.pdf format, organized and numbered consistent with the required organization and formatting of the hard copies.

29.0 Proposal Evaluation / Scoring:

29.1 Relative Weights Allocated to Quality and Price Proposals – The relative weights allocated to Quality and Price Proposals in calculating the total score will be identified in **Special Instructions**, Subsection 29.1.

29.2 Quality Proposal Evaluation Methodology:

(a) Response Category I – The submittals required under Response Category I will be evaluated as a matter of responsiveness on a pass/fail basis.

(b) Response Categories II through V – Proposal responses for Response Categories II through V will be evaluated/scored using the percentage rating guidelines set out in (1) below. The total point score for each Response Category will be calculated by multiplying the percentage rating given for each Response Category by the maximum point score available for that Response Category.

(1) Percentage Ratings Applied to Response Categories

Percentage Range	Criteria for Percentage Range
------------------	-------------------------------

Percentage Range	Criteria for Percentage Range
81-100	Proposer has demonstrated an approach that is considered to significantly exceed stated criteria in a way that is beneficial to Agency. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.
61-80	Proposer has demonstrated an approach that is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.
41-60	Proposer has demonstrated an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Proposal demonstrates a reasonable probability of success. Weaknesses are minor.
21-40	Proposer has demonstrated an approach that fails to meet stated criteria, as there are Weaknesses and/or Deficiencies. The response is considered marginal in terms of the basic content and/or amount of information provided for evaluation. Modification would be required for the Proposal to be acceptable.
0-20	Proposer has demonstrated an approach that indicates Significant Weaknesses/Deficiencies. The Proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is little reasonable likelihood of success. Weaknesses/Deficiencies are so major and/or extensive that a major revision to the Proposal would be necessary.

(2) Total Quality Proposal Score – The Quality Proposal score is calculated by totaling all Response Category II through V scores.

29.3 Price Proposal Evaluation Methodology

(a) Preliminary Evaluation

(1) Price Realism and Reasonableness - Agency will make a preliminary evaluation of the Price Proposal to determine if the prices set forth reflect Price Realism and Price Reasonableness. In making this evaluation, Agency may require review of Escrowed Documents. In such case, Proposer shall make itself available upon Agency’s request to conduct a joint review of the Escrowed Documents, and shall otherwise comply with the terms of the Escrow Agreement in facilitating such review. If Agency concludes that the Price Proposal does not reflect Price Realism or Price Reasonableness, Agency will assign a Price Proposal score of 0 points.

(2) Unbalanced Pricing - Agency will also make a preliminary evaluation of the Price Proposal to determine if any of the prices are significantly unbalanced to the potential detriment of Agency. An unbalanced Proposal is considered to be one containing lump sum or Unit Price items which do not reflect reasonable actual costs plus a reasonable proportionate share of Proposer’s anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question.

(b) Calculation - Price Proposals will be scored in accordance with the following method of calculation:

$$\frac{\text{Lowest Proposal Price}}{\text{Proposer's Proposal Price}}$$

29.4 Total Proposal Score - Agency will score all Proposals using the following formula:

$$\text{Total Score} = (\text{Quality weight}) \times Qf + (\text{Price weight}) \times Pf$$

$$\text{where } Qf (\text{Quality Factor}) = \frac{\text{Proposer's Total Quality Score}}{\text{Highest Proposal Quality Score}}$$

$$\text{and } Pf (\text{Price Factor}) = \frac{\text{Lowest Proposal Price}}{\text{Proposer's Proposal Price}}$$

The Quality and Price weights, expressed as a percentage, will be identified in **Special Instructions**, Subsection 29.1.

SCORING EXAMPLE:

PROPOSER A: Quality Proposal Score = 1850 Price Proposal = \$45,259,600	PROPOSER B: Quality Proposal Score = 1900 Price Proposal = \$44,900,000	PROPOSER C: Quality Proposal Score = 1950 Price Proposal = \$49,259,450
Quality Proposal Score: (1850/1950 = 0.9487) x 60% = 0.5692	Quality Proposal Score: (1900/1950 = 0.9744) x 60% = 0.5846	Quality Proposal Score: (1950/1950 = 1.0000) x 60% = 0.6000
Price Proposal Score: (\$44,900,000 / \$45,259,600 = 0.9921) x 40% = 0.3968	Price Proposal Score: (\$44,900,000 / \$44,900,000 = 0.3968) x 40% = 0.4000	Price Proposal Score: (\$44,900,000 / \$49,259,450 = 0.9116) x 40% = 0.3646
TOTAL SCORE: 0.5692 + 0.3968 = 0.9660	TOTAL SCORE [Best Value]: 0.5846 + 0.4000 = 0.9846	TOTAL SCORE: 0.6000 + 0.3646 = 0.9646

30.0 Quality Proposal Response Categories and Required Quality Proposal Content - Additional information or requirements for each Response Category, or modifications to the Response Category instructions and requirements set out below, will be identified in the **Special Instructions**. **Proposers are therefore advised to download these STANDARD INSTRUCTIONS and the SPECIAL INSTRUCTIONS and read them together.**

Regardless of the score assigned to any Quality Proposal evaluation factor or Response Category, and notwithstanding the fact that a Proposal is selected for award, only those portions of Sections II through V of the Quality Proposal that meet or exceed Agency's minimum Contract requirements, as determined by Agency in its sole discretion, shall be incorporated into the resulting Contract. Those portions that do not meet or exceed the

stipulated criteria, as determined by Agency in its sole discretion, shall not be incorporated into the resulting Contract or modify any of the terms and conditions of the Contract Documents.

30.1 Response Category I - Submit responses for each element of Category I using the required forms as instructed acknowledging receipt of RFP, all Addenda and responses to questions, if any, issued by Agency.

(a) Cover Letter / Acknowledgement of Receipt - Proposer shall provide with its Quality Proposal a one-page cover letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants, the Designer, Project Quality Manager, and Major Subcontractors. Proposer shall identify a single point of contact for Proposer and the address and telephone and fax numbers and e-mail address to which communications should be directed. An authorized representative of Proposer's organization shall sign the letter. If Proposer is not yet a legal Entity or is a joint venture or general partnership, authorized representatives of all Principal Participants shall sign the letter. Additionally, if Proposer wishes to add, delete, or substitute a Principal Participant, or wishes to substitute its Designer or any Key Personnel or Major Subcontractors that it identified in its SOQ, Proposer must make such request in this cover letter. In addition to including such a substitution or change request in its cover letter, Proposer must follow the procedures and submit the information required under Section 15.0 above.

Proposer shall attach to the cover letter the Acknowledgment of Receipt acknowledging receipt of RFP, all Addenda and responses to questions, if any, issued by Agency.

(b) Forms:

(1) Quality Proposal Signature Page and Proposal Firm Offer

(2) Lobbying Certificate - Form LC.

(3) Non-Collusion Affidavit - Form NC.

(4) Conflict of Interest Disclosures – Submit an executed Form COI or a statement that no organizational conflicts currently exist other than those, if any, disclosed at the SOQ stage, in accordance with Section 17.0.

(5) Certificates Regarding Ineligible Contractors and Subcontractors - Form ICS

(c) Evidence of Corporate Existence; Certificate of Authority - Submit the following, as applicable:

(1) A Certificate of Good Standing issued by Proposer's state of residence; or

(2) For Entities not residents of the State of Oregon, a Certificate of Authority to transact business in Oregon, issued by the Oregon Secretary of State.

(d) Evidence of Legal Structure and Authority - Submit Proposer's partnership agreement, corporate articles of incorporation and bylaws, or other organizational

documents evidencing authority of Proposer to engage in the type of business activities contemplated by the Contract to be awarded, to execute the Quality Proposal Signature Page, the Proposal Firm Offer and submit its Proposal, and to enter into the Contract to be awarded.

(e) Evidence of Authority to Enter into Joint Venture/Partnership and Execute Joint-Venture Agreement/Partnership Agreement - If Proposer is a joint venture or a partnership, submit a copy of the joint venture agreement or partnership agreement. Also, for each joint venture member or partner, as applicable, submit the partnership agreement or other organizational documents authorizing the member or partner to enter into the joint venture or partnership and to execute the joint venture agreement or partnership agreement and evidencing the authority of the partner or joint venture member to engage in the type of business activities contemplated by the Contract to be awarded.

(f) Evidence of Proposal Signatory Authority - Submit bylaws, or the corporate resolution, partnership agreement, joint venture agreement, or other organizational documents evidencing authority of each signatory to the Quality Proposal Signature Page and Proposal Firm Offer to execute it and the Contract on behalf of Proposer. If Proposer is a joint venture or partnership, submit its organizational documents evidencing authority of each joint venture member or partner to execute the Quality Proposal Signature Page and Proposal Firm Offer and the Contract not only on behalf of Proposer but also on behalf of the joint venture or partnership. NOTE: If Proposer is a joint venture or partnership, each joint venture member or partner must sign the Quality Proposal Signature Page and Proposal Firm Offer.

(g) Surety Letter of Intent - Submit a letter of intent to issue Performance and Payment Bonds to Proposer from a Surety. The letter of intent may be submitted by a third-party representative of the Surety so long as Proposer includes with the letter of intent evidence of the third party's authority to make the representations on behalf of the Surety.

30.2 Response Categories II through VI - Refer to Special Instructions.

31.0 Price Proposal Response Categories and Required Price Proposal Content - Submit responses for each element of Subsection 31.1, using the required forms where instructed. All prices quoted shall be in U.S. currency.

31.1 Price Proposal Contents - Proposers shall include each of the following in the Price Proposal:

- (a)** Form PP, Price Proposal Signature Page
- (b)** Form SP, Schedule of Prices
- (c)** List of DBE's Contacted (Include identification of the type of Work considered)
- (d)** Proposal Security in the amount of 10% of the Proposal Price. Proposal Security may be submitted in the form of a Proposal Bond, cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or certified check. If Proposal Security is submitted in the form of a

Proposal Bond, Proposer shall submit the Oregon Transportation Commission Proposal Bond form.

31.2 Instructions Regarding Preparation of Schedule of Prices - Proposers shall complete and submit Form SP in compliance with the following instructions:

(a) Provide a lump sum price for each Price Item Value in each Price Item. The lump sum price shall represent the total price to complete and integrate all Work represented by that Price Item into the Project, inclusive of associated overhead, labor, Materials, Equipment, tools, transportation and Project administration.

(b) Utilize the same titles, contents, and limits as are shown on Form PCD.

(c) Price Proposal Supporting Documentation – Proposers shall comply with the following:

(1) **Deposit into Escrow** - Proposers shall include in a package or packages all data and assumptions upon which the Price Proposal was based, including all data and assumptions supporting the figures set forth in the Schedule of Prices (the “Price Proposal Supporting Documentation” or “Documentation”). Proposers shall seal and label the packages “Price Proposal Supporting Documentation,” and shall deliver them into escrow on or before the deadline specified in the **Special Instructions**, Section 5.0 - Procurement Schedule, with the escrow agent identified in Form EA – Escrow Agreement. Agency may require the selected Proposer to establish a new escrow for the escrowed Documentation with an escrow agent reasonable to Agency located in the Project vicinity.

(2) **Format and Organization** - The Documentation shall be arranged in the format actually used by Proposer in preparing its Proposal, shall be organized so as to be clearly comprehensible, and shall be indexed so as to be clearly identifiable with the corresponding Price Item Value to which it is related.

(3) **Required Information and Level of Detail** - The type of information and level of detail included in the Documentation shall be sufficient to enable a complete understanding and interpretation of how Proposer arrived at its pricing. The Documentation shall include itemization of all costs to perform the Work, separated into such cost categories as Proposer uses in the ordinary course of job costing for a project of the size and nature as this Project, but including at a minimum all assumptions, contingencies, markups, and all direct and indirect costs. Detail shall include quantity takeoffs, rates of production, progress calculations, Equipment, Subcontractor and supplier quotes, memoranda, narratives, and all other information that formed a basis of or influenced the Proposal Price.

(4) **Executed Escrow Agreement** - Proposers shall deliver to Agency within five (5) Business Days following the Proposal Due Date Form EA – Escrow Agreement executed by the signatory of Form PP and the escrow agent, together with a copy of the escrow deposit receipt acknowledging the escrow agent’s receipt of the escrowed documents and confirming date of deposit.

32.0 Checklist of Required Proposal Responses; Document and Form Submittals -

Review the checklist contained in **Special Instructions**, Section 33.0. Confirm that the Quality and Price Proposals are complete.

33.0 Forms - The following forms are required to be used in preparation of the Proposal. They are either attached to these **Standard Instructions** or to the **Special Instructions**. Proposers shall download the forms and complete them in accordance with the instructions contained in the forms and the text of the **Standard** or **Special Instructions** in which the forms are referenced.

The Public Works Bond, a copy of which must be submitted by the successful Proposer prior to Contract execution, is not part of this RFP.

33.1 Proposer Questions / Requests for Clarification and Change - Form PQ, Proposer Question Form

33.2 Quality Proposal Forms:

- (a) Quality Proposal Signature Page and Proposal Firm Offer Form
- (b) Form BT, Bridge Table
- (c) Form COI, Proposer/Major Subcontractor Conflict of Interest Disclosures, or signed statement of no current conflicts as provided in Form COI.
- (d) Form DU, Design Unit Descriptions
- (e) Form ICS, Certificate Regarding Ineligible Contractors and Subcontractors
- (f) Form KP, Key Personnel Information
- (g) Form LC, Lobbying Certificate
- (h) Form NC, Non-Collusion Affidavit
- (j) Form PCD, Price Center Descriptions
- (k) Acknowledgement of Receipt

33.3 Price Proposal Forms:

- (a) Form PP, Price Proposal Cover Sheet and Signature Page
- (b) Form SP, Schedule of Prices
- (c) Proposal Security

34.0 Miscellaneous Forms to be Submitted by All Proposers After the Proposal Due Date:

- (a) Form EA, Escrow Agreement

35.0 Bonds and Forms to be Submitted by the Successful Proposer:

(a) Performance Bond

(b) Payment Bond

Nothing in these Instructions to Proposers shall be construed to obligate Agency to enter into a Contract with any Proposer.